CITY OF ROSEVILLE CALIFORNIA

AGENDA

March 17, 2021

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

To help minimize the spread of COVID-19, members of the public may not attend in person, but may view the meeting on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel. Members of the public may offer public comment by phone:

Dial in Phone Number: 916-774-5353

Members of the public who would like their comments to become part of the record for the "public comment" section at a public meeting, will need to look on the agenda for that meeting at www.roseville.ca.us/agenda and provide their comment either by phone or in person - depending on the public participation guidelines listed on that specific meeting's agenda.

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PRESENTATIONS

5.1. City Response to COVID-19

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

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. Roseville Sports Center Flooring (RFQ 10-3284) – Contract Purchase Agreement

Memo from Buyer Tiffany Valdez and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-102 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DFS FLOORING, LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001070). Staff recommends Council approve a contract purchase agreement with DFS Flooring, LP for the materials and labor to demolish the existing gymnasium floor and install new sports flooring at the Roseville Sports Center. The cost of the agreement is $233,351. Additionally, staff recommends Council approve authority for change order requests for this project up to 10% or $23,335.10 as a construction contingency, for a grand total of $256,686.10. Funding is included in the FY2020-21 Parks, Recreation and Library Capital Projects Fund budget.

CC #: 1342

File #: 0203-10

CONTACT: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

7.2. Utility Rebate Processing, Payment and Reporting System - Contract Purchase Agreement

Memo from Electric Business Analyst Renee Laffey and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-112 APPROVING A CONTRACT PURCHASE AGREEMENT AND SERVICE AND LICENSE RENEWAL AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CRMORBIT, INC. DBA ENERGYORBIT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE (3001093). Staff requests approval of a contract purchase agreement and service and license renewal agreement with crmOrbit, Inc. dba energyOrbit for the rebate software system. This item is for the renewal of these agreements for one (1) additional year without further City Council approval. The total cost for the one-year contract purchase agreement is $94,400 and funding will be included in Roseville Electric Utility's and Environmental Utilities' proposed budgets for FY2021-22, contingent on City Council approval. Funding for FY2022-23 is estimated to be $94,400 and is contingent on City Council's approval of the FY2022-23 budget.

CC #: 1351

File #: 0800-03

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

7.3. 15kV Metal-Clad Switchgear (RFQ 10-3240) - Contract Purchase Agreement Amendment

Memo from Power Engineer Vince Bottoni and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-091 APPROVING AMENDMENT #1 TO CONTRACT PURCHASE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CROWN TECHNICAL SYSTEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000195). Staff requests Council approve Amendment #1 to the contract purchase agreement with Crown Technical Systems to increase the total contract amount for the construction and delivery of the Industrial 2 15kV Metal-clad Switchgear by $9,238.49 from $814,004.41 to $823,242.90. Funding is included in the Electric Department's FY2020-21 budget.

CC #: 1326

File #: 0203-07-01

CONTACT: Vince Bottoni 916-774-5641 vbottoni@roseville.ca.us

7.4. 5480 Phillip Road Demolition Project (RFQ 10-3286) – Contract Purchase Agreement

Memo from Buyer Tiffany Valdez and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-092 APPROVING A CONTRACT PURCHASE AGREEMENT, BY

AND BETWEEN THE CITY OF ROSEVILLE AND DOUBLE B DEMOLITION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001095). Staff recommends Council approve a contract purchase agreement with Double B Demolition, Inc. for the materials and labor to complete the demolition project at 5480 Phillip Road. The cost of the agreement is $119,892. Additionally, staff recommends Council approve change order authority for this project up to 10% or $11,989.20 as a construction contingency, for a grand total of $131,881.20. Funding is included in the FY2020-21 General Fund Rental Facilities – Renovation and Restoration Capital Improvement project.

CC #: 1327

File #: 0203-04

CONTACT: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

7.5. Audio Visual Services (RFP 01-036) - Contract Purchase Agreement

Memo from Administrative Technician Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-115 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND EKC ENTERPRISES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001083). Staff recommends City Council approve a contract purchase agreement with EKC Enterprises Inc. for citywide audio visual services on an as-needed basis. Projected spending for the remainder of FY2020-21 is $150,000. Staff requests authorization to utilize four optional renewal years of the agreement without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest. Funding for this agreement is included in the Facility Services and Facility Rehabilitation, Information Technology, and Marketing and Communications FY2020-21 approved budgets.

CC #: 1354

File #: 0203-06

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

7.6. Control Panel Upgrade Project (RFP 08-076) - Contract Purchase Agreement

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-094 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TELSTAR INSTRUMENTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001056). Staff recommends Council authorize a contract purchase agreement with Telstar Instruments to provide Programmable Logic Control replacement, testing, panel installation/fabrication, programming integration, and engineering. The estimated cost of this project is $1,900,000 with funding from the Environmental Utilities Department's FY2020-21 Water Treatment Plant Program Logic Controller Update project budget.

CC #: 1330

File #: 0203-09
CONTACT: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

7.7. Irrigation Controllers (RFQ 10-3288) - Purchase Order

Memo from Buyer Sue Jessup and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council approve a purchase order to Normac, Inc. as the lowest responsive and responsible bid received for irrigation controllers in response to RFQ 10-3288. The controllers are being purchased for Community Facilities Districts (CFD) and operate streetscape irrigation within the districts that support trees, turf, shrubs, etc. The cost of the controllers is $152,440.70 plus tax of $11,814.15, for a grand total of $164,254.85. Funding is included in the following CFD FY2020-21 budgets: Crocker Ranch, Fiddyment, New Meadow, Rose Park, North Central, North Roseville (Parkside/Bridge) Zone B, Stoneridge, West Park, and Woodcreek West.

CC #: 1337

File #: 0203-10

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

7.8. 2021 Sewer Collection System Cured-in-Place Pipe Rehabilitation Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Associate Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending the City Council approve the project's construction plans and specifications and authorization to advertise the 2021 Sewer Collection System Cured-in-Place Pipe Rehabilitation Project and accept bids from prospective bidders. This year's plan is to repair approximately 13,400 linear feet of the sewer collection system that has cracked and/or deteriorated pipe. The estimated construction cost of the project is $3,400,000. Funding is provided by the Wastewater Rehabilitation Fund.

CC #: 1322

File #: 0900-02

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

7.9. 800MHz P25 Radio System Trunk Logging Recorder - Purchase Order and Project Contingency Authorization

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council approve use of a portion of the 800MHz P25 Radio System project's second contingency allocation for a purchase order for a second Verint Media Recorder - Trunk Logging Recorder (TLR) Server in the amount of $31,503. The original project's second 5% contingency is already budgeted in the 800MHz Radio System Replacement Capital Improvement Project (CIP). The additional TLR will bring the remaining balance in the CIP to approximately $292,000. Ultimately, staff plans to close out the CIP at the end of the current fiscal year and return the remaining resources to the funds that contributed to the project.

CC #: 1357

File #: 0800-05

CONTACT: Claudia Harlan 916-774-5003 charlan@roseville.ca.us

Resolutions

7.10. Federico Phase 1 Village 4 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-117 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff also requests approval of the Federico Phase 1 Village 4 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 33 residential lots and 4 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1356

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

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

7.11. Campus Oaks CO-07 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-113 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE, BBC ROSEVILLE OAKS, LLC, AND LENNAR HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of the Campus Oaks CO-07 final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 70 residential lots and 1 public landscape lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1352

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

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

7.12. Sierra Vista KT 21A-1 - Final Map and Subdivision Agreement

Memo from Associate Engineer Edward Winston and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-103 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff also requests approval of the Sierra Vista KT 21A-1 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 69 residential lots, 3 public landscape lots, and 1 remainder lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1343

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

CONTACT: Edward Winston 916-774-5432 ewinston@roseville.ca.us

7.13. Sierra Vista KT 21A-2 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-104 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff also requests approval of the Sierra Vista KT 21A-2 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 66 residential lots and 1 public landscape lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1344

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

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

7.14. Sierra Vista KT 21B-1 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-105 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff also requests approval of the Sierra Vista KT 21B-1 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 76 residential lots and 2 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1345

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

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

7.15. Sierra Vista KT 21B-2 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-106 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff also requests approval of the Sierra Vista KT 21B-2 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 76 residential lots and 2 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1336

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

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

7.16. Sierra Vista KT-2B - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-107 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff also requests approval of the Sierra Vista KT-2B final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 55 residential lots and 2 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1337

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

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

7.17. Sierra Vista Village KT-5B - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-111 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff also requests approval of the Sierra Vista Village KT-5B final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 71 residential lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1350

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

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

7.18. Fiddyment Ranch Phase 3 Backbone - North Hayden Parkway - Notice of Completion

Memo from Senior Construction Inspector Darin Crockett and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-088 ACCEPTING THE PUBLIC WORK KNOWN AS Fiddyment Ranch – Phase 3 Backbone North Hayden Parkway, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1323

File #: 0400-04-09-1

CONTACT: Darin Crockett 916-751-9196 dcrockett@roseville.ca.us

7.19. Fiddyment Ranch Phase 3 - Hayden Parkway Bridge - Notice of Completion

Memo from Senior Construction Inspector Darin Crockett and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-089 ACCEPTING THE PUBLIC WORK KNOWN AS Fiddyment Ranch – Phase 3 Hayden Parkway Bridge PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1324

File #: 0400-04-09-1

CONTACT: Darin Crockett 916-751-9196 dcrockett@roseville.ca.us

7.20. Creekview - Phase 1 Village 23 - Notice of Completion

Memo from Senior Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-096 ACCEPTING THE PUBLIC WORK KNOWN AS Creekview Phase 1, Village 23 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1332

File #: 0400-04-13-1

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

7.21. Creekview - Phase 1 Village 24 - Notice of Completion

Memo from Senior Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-097 ACCEPTING THE PUBLIC WORK KNOWN AS Creekview Phase 1, Village 24 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The

Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1333

File #: 0400-04-13-1

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

7.22. Creekview Westbrook Boulevard - Segment 2 - Notice of Completion

Memo from Senior Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-098 ACCEPTING THE PUBLIC WORK KNOWN AS Creekview Westbrook Boulevard - Segment 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THOSE RESPECTIVE DEDICATIONS OFFERED ON THE RECORDED MAPS OF “THE FINAL MAP OF CREEKVIEW PHASE 1 LARGE LOT SUBDIVISION. SUBDIVISION NO. PL18-0190.” The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1334

File #: 0400-04-09-1

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

7.23. Creekview Blue Oaks Boulevard - Segment 4 - Notice of Completion

Memo from Senior Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-095 ACCEPTING THE PUBLIC WORK KNOWN AS Creekview Blue Oaks Boulevard - Segment 4 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THOSE RESPECTIVE DEDICATIONS OFFERED ON THE RECORDED MAPS OF “THE FINAL MAP OF CREEKVIEW PHASE 1 LARGE LOT SUBDIVISION. SUBDIVISION NO. PL18-0190.” The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1331

File #: 0400-04-09-1

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

7.24. Fire Station 2 Remodel - Phase 2 Project - Notice of Completion

Memo from Administrative Technician Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-090 ACCEPTING THE PUBLIC WORK KNOWN AS THE FIRE STATION 2 REMODEL - PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The total cost of the project was $94,500. The project was funded from the FY2020-21 Fire Department - Renovation and Restoration budget.

CC #: 1325

File #: 0900-05

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

7.25. 116 South Grant Street Phase 1 – Professional Design Services Agreement

Memo from Project Coordinator Lori Hogan and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-114 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WILLIAMS + PADDON/ARCHITECTS + PLANNERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends the City Council approve a professional design services agreement with Williams + Paddon/Architects + Planners, Inc. for the labor to complete the 116 S. Grant Tenant Improvement design. The total cost of the agreement is $104,839.50. Funding is included in the FY2020-21 Electric Fund budget.

CC #: 1353

File #: 0900-04

CONTACT: Lori Hogan 916-774-5707 lhogan@roseville.ca.us

7.26. California Park & Recreation Society/National Fitness Campaign Grant Award

Memo from the Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-110 ACCEPTING GRANT FUNDS AND COMMITTING TO SECURE ADDITIONAL FUNDS FOR AN OUTDOOR FITNESS COURT® AS PART OF THE 2021 CALIFORNIA PARK & RECREATION SOCIETY/NATIONAL FITNESS CAMPAIGN. The purpose of the project is to promote and implement a public outdoor fitness court. Due to the COVID-19 pandemic this past year, the City's parks, trails, and open spaces have been used by our community more than ever. Residents have been asking for more fitness opportunities throughout our park system. This fitness court fits well within the City's goal of providing accessible park components that promote physical health and mental wellness. Maidu Regional Park, in the area between the community center and library, has been chosen as the location for this outdoor fitness court. The visibility and adjacency to parking, along with the looped trails at the park, make this an ideal location. The $25,000 grant would partially fund the project. In total, the project is estimated to cost $150,000. Staff will seek partners to sponsor or donate towards the project, to

reduce the need for City funds. A City investment of $125,000 to support this project will be included in the proposed FY2021-22 Capital Improvement Program for Council consideration this year.

CC #: 1349

File #: 0704-01 & 0214

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

7.27. Park Name Recommendations

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-100 APPROVING PARK NAME RECOMMENDATIONS. Staff recommends the following names: 1) Four Corners for W-50C and 2) North Hayden Park for F-101. Advertisement for names for the above parks occurred in July through August 2020. The advertisement period was four (4) weeks. The Park Naming Subcommittee, consisting of John Allard, Krista Bernasconi, Mike Esparza, Matthew Bridge, and Denis Nishihara, met virtually on September 30, 2020 to review the name submissions along with names on the “active” from last year. “Active” are those names received the year prior and not selected. Pocket park F-94 was also eligible for naming. This is a 1-acre pocket park north of North Hayden in West Roseville (Fiddyment Farm). Given the timeline to begin construction of this park in Summer 2021, the Subcommittee has chosen to postpone naming this park until the next park naming cycle. Per the policy, the park naming advertisement occurs each July. Consistent with policy, a short list of names will be forwarded for recommendation to the City Council, upon review and approval by the Parks & Recreation Commission. This year, the Subcommittee elected to forward only one name recommendation for each new park. Park identification signs for new parks will be included in the construction budgets of each park. There will be no General Fund impact.

CC #: 1339

File #: 0704

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

7.28. Portable Facility at Cirby Elementary School - Lease Agreement

Memo from Parks, Recreation & Libraries Superintendent Kristi LaRoche and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-101 APPROVING A LEASE AGREEMENT, BY AND BETWEEN THE PLACER COMMUNITY ACTION COUNCIL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval to extend a three-year lease with Placer Community Action Council, Inc. for a City-owned portable facility located at Cirby Elementary School. The Parks, Recreation & Libraries Department's Youth Development Fund will receive $7,500 over the term of the agreement. The City shall have no obligations to maintain or repair the facility under the lease agreement.

CC #: 1340

File #: 1006-01

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

7.29. Roseville Bicycle and Pedestrian Freeway Overcrossings Planning Study - Sustainable Communities Strategies Grant Authorization

Memo from Alternative Transportation Analyst Alison Winters and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-093 APPROVING AND AUTHORIZING THE APPLICATION FOR GRANT FUNDS FROM THE SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM. Staff recommends that the City Council approve the request to submit a grant application and agreements for the Roseville Bicycle and Pedestrian State Freeway Overcrossings Study, and certify the availability of matching funds in the amount of $53,221. The estimated total cost for the Roseville Bicycle and Pedestrian Freeway Overcrossings Study is approximately $464,000. The grant application requests $410,779 in state grant funds. The required local match is $53,221 or 11.47% of the total cost. The planning study will evaluate two crossing locations over Highway 65 and one over Interstate 80 south of Cirby Way. Matching funds will come from Local Transportation Fund revenue in the City's Transportation Fund. No General Fund resources will be used.

CC #: 1329

File #: 0214 & 0721-05

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

7.30. Battery-Electric Bus Charging Station - Community Air Protection Grant Agreement

Memo from Alternative Transportation Analyst Alison Winter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-116 ACCEPTING GRANT FUNDS FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT AND ALL RELATED DOCUMENTS, ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve forms and agreements that will allow the City to receive $140,125.03 from Placer County Air Pollution Control District in California Air Resources Board Community Air Protection Incentive grant funds for the Battery-Electric Bus Charging Station. Based on conceptual design, the estimated total cost for the project is $575,512. Additional funding for the project includes an allocation of $365,512 in Low Carbon Transit Operation Program funding. Staff will present a complete funding plan at a future date for the remaining funds needed to complete the project. General Fund resources will not be used for the project.

CC #: 1355

File #: 0721 & 0214

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

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

7.31. Electric Vehicle Charging Stations - Budget Adjustment

Memo from Finance Administrator Eric Campbell and Electric Utility Director Michelle Bertolino recommending the City Council adopt

ORDINANCE NO. 6340 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests a budget adjustment in the amount of $35,000 for the Electric Vehicle Charging Station project. Unforeseen construction costs related to Americans with Disabilities Act regulations have increased the scope of the project. Funds are available in the Low Carbon Fuel Standard proceeds in the Electric Fund to cover the project cost increase.

CC #: 1335

File #: 0800-02 & 0201-01

CONTACT: Austin Kurth 916-774-5661 akurth@roseville.ca.us

Ceremonial Documents

7.32. Resolution - Jacquie Clarizio

Commend Jacquie Clarizio for her 24 years of outstanding service and dedication to the City of Roseville, congratulate her on her many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1341

File #: 0102-10

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

7.33. Resolutions of Commendation of Appreciation - Dry Creek Joint Union School District, Eureka Union School District, Roseville City School District, Roseville Joint Union High School District

Memo from Deputy City Clerk Blair Hutchison and City Clerk Sonia Orozco recommending the City Council adopt resolutions of commendation of appreciation to the Dry Creek Joint Union School District, the Eureka Union School District, the Roseville City School District, and the Roseville Joint Union High School District recognizing and commending the staff and leadership for their dedication to students' health, well-being and educational needs.

CC #: 1358

File #: 0102-10

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

END OF CONSENT CALENDAR

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Federal Stimulus Update and Reserve Fund Policy

Memo from Budget Manager Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-099 ADOPTING A FEDERAL STIMULUS RESERVE FUND POLICY. The purpose of this policy is to establish a

temporary Federal Stimulus Reserve Fund and associated spending guidelines. The approval and implementation of this policy will assist in the fiscal oversight of federal stimulus funding. This policy will be incorporated into the City's comprehensive Financial Policies document for FY2021-22. Implementation of the policy is expected to improve the fiscal position and financial health of the City as it recovers from the pandemic.

CC #: 1336

File #: 0200

CONTACT: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

8.2. Local Sales Tax Citizens' Oversight Committee Report

Memo from Budget Manager Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council receive an informational report and presentation from the Local Sales Tax Citizens' Oversight Committee on the fiscal year 2019-20 revenue and expenditures of the Measure B sales and use tax. There is no fiscal impact related to receiving this report.

CC #: 1338

File #: 0103-22

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

9. APPOINTMENTS

9.1. Library Board - Unscheduled Vacancy Appointment

Memo from Deputy City Clerk Katrina Six and City Clerk Sonia Orozco recommending the City Council appoint one (1) individual to the Library Board to a term expiring December 31, 2022 from the applications received from Neil Pople and Danielle Roe.

CC #: 1321

File #: 0103-04-03

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

10. DEPARTMENT UPDATES

10.1. Department Update - Public Works

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

11. 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.

11.1. West Roseville Specific Plan Parcel W-20 - General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendment

Memo from Associate Planner Kinarik Shallow and Development Services Director Mike Isom recommending the City Council consider the WRSP PCL W-20 – Coffee Shack Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program; and adopt RESOLUTION NO. 21-108 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-109 AMENDING THE WEST ROSEVILLE SPECIFIC PLAN; and adopt the two (2) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt the five (5) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A NINTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC AS ASSIGNEE OF VC ROSEVILLE, LLC RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The applicant requests approval of a General Plan Amendment, Specific Plan Amendment, and Rezone to change the land use and zoning designation of Parcel W-20 in the West Roseville Specific Plan area to allow construction of a 910-square-foot drive-through coffee kiosk. The land use designation for Parcel W-20 will be amended from Low Density Residential to Community Commercial, and the zoning designation will be modified from Single-Family Residential/Development Standards to Community Commercial with a Special Area overlay. The project also includes a Ninth Amendment of the Westpark Development Agreement to reflect the proposed land use change. The project is not anticipated to result in any negative impacts to the City's General Fund.

CC #: 1338

File #: 0400-02 & 0400-03 & 0400-04-09-1 & 0400-04-09-02

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

12. COUNCIL REPORTS / PUBLIC COMMENTS

13. ADJOURNMENT

COUNCIL COMMUNICATION

CC #: 1342
File #: 0203-10

Title:	Roseville Sports Center Flooring (RFQ 10-3284) – Contract Purchase Agreement
Contact:	Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a contract purchase agreement with DFS Flooring LP and authorize the City Manager to execute it on behalf of the City of Roseville. Additionally, staff recommends Council approve authority for a 10% construction contingency.

BACKGROUND

The existing gymnasium floor at the Roseville Sports Center has exceeded its useful life. It was installed as part of the original construction in the year 2000.

A formal bid was issued with the following vendor response:

Bidder	**Lump Sum Total**
DFS Flooring LP Sacramento, CA	$233,351.00

FISCAL IMPACT

The cost of the agreement is $233,351. Authorized change orders on an as-needed basis up to 10% ($23,335.10), as a construction contingency, would bring the total contract amount to $256,686.10. Funding is included in the FY2020-21 Parks, Recreation and Library Capital Projects Fund budget.

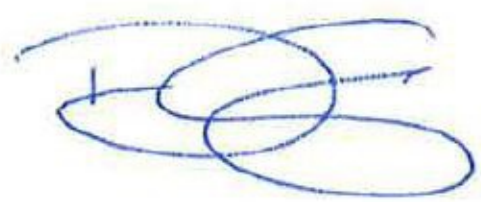
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tiffany Valdez, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-102

Contract Purchase Agreement

RESOLUTION NO. 21-102

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

WHEREAS, a contract purchase agreement (3001070), for the replacement of the flooring at the Roseville Sports Center, by and between the City of Roseville and DFS Flooring, LP, has been reviewed by the City Council.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3001070

Supplier Details:

Company	DFS Flooring LP
Contact	Ryan Grooms
Address	10461 Old Placerville Rd
	Ste 170
	Sacramento, CA 95827

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

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

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3001070

Agreement	3001070
Agreement Date	01-FEB-2021
Revision	0
Agreement Amount	233,351.00 USD

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
DFS Flooring LP
10461 Old Placerville Rd
Ste 170
Sacramento, CA 95827
Phone: ()
Fax: ()
Email: ryang@dfsflooring.com

Description of Labor, equipment and/or materials

SHALL PROVIDE THE DEMOLITION AND REMOVAL OF THE EXISTING FLOOR AND INSTALLATION OF NEW SPORTS FLOORING AT THE ROSEVILLE SPORTS CENTER IN ACCORDANCE WITH ALL SPECIFICATIONS, ATTACHMENTS, TERMS AND CONDITIONS PER RFQ 10-3284.

START DATE: EXECUTED AGREEMENT
END DATE: FINAL PAYMENT

PLEASE CONTACT TISHA CHINN AT 916-774-5702 OR TCHINN@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	13376	Net 30	Freight on Board at the destination	Destination	Best Method

Start Date	End Date	Confirm To
		Tiffany Valdez Phone **1-916-774-5708**

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

Contract Terms and Conditions

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

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

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

4. Time is of the essence of this Agreement.

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

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

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

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

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

10. Contractor agrees to the below insurance requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Roseville Business License No. 832489

Contractor License No. 999046

DIR Registration No. 1000006695

Check mark the applicable company type below:

_____ **Corporation**

_____ **Limited Liability Company**

_X_ **Partnership**

_____ **Sole Proprietor**

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

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

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

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

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	DFS Flooring, L.P.
DATE	2-12-2021

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	RICHARD FRIEDMAN
Title:	PARTNER.

Supplier	
Signature:	
Print Name:	
Title:	

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

COUNCIL COMMUNICATION

CC #: 1351
File #: 0800-03

Title:	Utility Rebate Processing, Payment and Reporting System - Contract Purchase Agreement
Contact:	Renee Laffey 916-774-5671 rlaffey@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution authorizing the City Manager to execute a contract purchase agreement (3001093) and service and license renewal agreement with crmOrbit, Inc. dba energyOrbit. Staff also recommends Council authorize the City Manager to execute one (1) additional one (1) year renewal without further City Council approval, provided that the applicable budget is approved by the City Council next year.

BACKGROUND

In 2017, a Request for Proposals (RFP) was issued for the Utility Rebate Tracking, Electronic Workflow and Reporting System and crmOrbit Inc. was selected. The RFP provided for a three-year contract with two optional renewal years subject to City Council approval.

Roseville Electric Utility and Environmental Utilities utilize the crmOrbit Inc. hosted rebate software system to process rebates for various customer programs. The energyOrbit rebate system is customized for energy efficiency and water conservation rebate tracking, payment and reporting. This software enables efficient, paperless processing and timely payment of customer rebates. It also serves as a warehouse for various customer program information in Roseville.

Per State law, Roseville Electric Utility is required to track and report on the use of public benefits funding for energy efficiency and low income programs and spending of funds received from the State of California for electric vehicles and chargers. Environmental Utilities is required to track the results of water conservation efforts. Both Roseville Electric Utility and Environmental Utilities use the crmOrbit Inc. system to fulfill these state obligations.

The existing agreement with crmOrbit Inc. will expire on June 30, 2021 and staff is recommending the option for renewal.

FISCAL IMPACT

The total cost for the one-year contract purchase agreement is $94,400 and funding will be included in Roseville Electric Utility's and Environmental Utilities' proposed budgets for FY2021-22, contingent on City Council approval. Funding for FY2022-23 is estimated to be $94,400 and is contingent on City Council's approval of the FY2022-23 budget.

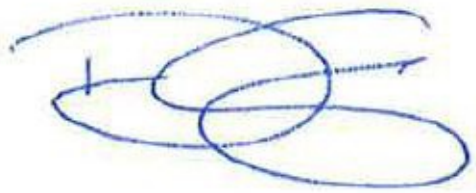
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b) (3)). The Utility Rebate Processing, Payment and Reporting System project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Renee Laffey, Electric Business Analyst

Michelle Bertolino, Electric Utility Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-112

Signed contract $94,400

RESOLUTION NO. 21-112

APPROVING A CONTRACT PURCHASE AGREEMENT AND SERVICE AND LICENSE RENEWAL AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CRMORBIT, INC. DBA ENERGYORBIT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3001093) and service and license renewal agreement for utility rebate processing, payment and reporting, between the City of Roseville and crmORBIT, Inc. dba energyOrbit, has been reviewed by the Council; and

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3001093

Supplier Details:

Company	Crm Orbit Inc dba Energy Orbit
Contact	Lance Maxwell
Address	911 Lakeville St Suite 137
	Petaluma, CA 94952

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

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

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3001093

Agreement	3001093
Agreement Date	18-FEB-2021
Revision	0
Agreement Amount	94,400.00 USD

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Crm Orbit Inc dba Energy Orbit** 911 Lakeville St Suite 137 Petaluma, CA 94952
Phone:	(916) 774-5488	**Phone:**	()
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	lmaxwell@energy-orbit.com

Description of Labor, equipment and/or materials

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL UTILITY REBATE TRACKING, ELECTRONIC WORKFLOW AND REPORTING SYSTEM AND CONTRACTOR'S PROPOSAL DATED 8/11/17. THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL UTILITY REBATE TRACING, ELECTRONIC WORKFLOW AND REPORTING SYSTEM AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS AGREEMENT AND FULLY INCORPORATED BY REFERENCE. IN ADDITION TO THE TERMS AND CONDITIONS STATED HEREIN, THE CITY OF ROSEVILLE ALSO AGREES TO THE ATTACHED crmORBIT, INC. dba energyORBIT SERVICE AND LICENSE RENEWAL AGREEMENT AND SFDC SERVICE TERMS OF USE THAT SHALL GOVERN THE ACCESS TO OR USE OF THE SALESFORCE ADMINISTRATOR AND USER LICENSES.

CONTACT RENEE LAFFEY AT 916-774-5671 FOR QUESTIONS REGARDING THIS CONTRACT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11950	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2021	**30-Jun-2022**	**"Becky" Rebecca Philipp** Phone **1-916-774-5724**

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

4. Time is of the essence of this Agreement.

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

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

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

8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.

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

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

    b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City

Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

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

(1) the minimum coverage and limits specified in this Agreement; or

(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater

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

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

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

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

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

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

provisions of this Agreement or law.

11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.

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

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

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

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

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

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

18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.

19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.

20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.

21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.

22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.

23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.

24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.

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

26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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

    Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor

set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

✓ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Information Technology T&C, AB5
REV 3/26/2020 JS

ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT UNDER FORMAL BID LIMIT

General - Required Coverage:

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

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

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

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

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

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

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

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

Insurance Verification
By signing the agreement included with this document, you are confirming that your company has the minimum insurance limits required above.

A copy of your insurance certificate is not required at this time. The City may request proof of insurance at any time.

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

Supplier	
Signature:	
Print Name:	JOHN FRUIN
Title:	CFO

Supplier	
Signature:	
Print Name:	Ehud Mehad
Title:	CEO

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

One Market Street
Spear Tower, Suite 3600
San Francisco, CA 94105

crmOrbit, Inc. (D.B.A. energyOrbit) Service and License Renewal Agreement

THIS RENEWAL AGREEMENT is made as of July 1, 2021 ("Effective Date") between the City of Roseville (Roseville Electric) and crmOrbit Inc, dba energyOrbit, a California corporation, having an office at One Market Street – Spear Tower, Suite 3600, San Francisco, CA 94105, collectively "the Parties."

The Parties agree to renew the original "Agreement" (Professional Services Agreement) dated February 1, 2012, and amended on December 5, 2012, January 21, 2015, and December 20, 2016; it is agreed that said Agreement is extended for an additional one-year term commencing upon the expiration of the previous renewal term (June 30, 2021) and shall now expire on June 30, 2022.

This Renewal Agreement establishes 2021-2022 Pricing and Payment Terms for energyOrbit licenses reflected in the 2021-2022 Renewal Pricing Table set forth on the following page.

SERVICE AND LICENSE RENEWAL AGREEMENT

energyOrbit
Streamlining DSM for the Modern Utility

One Market Street
Spear Tower, Suite 3600
San Francisco, CA 94105

2021-2022 Renewal Pricing Table

TERMS AND CONDITIONS

The products included in this document are provisioned by energyOrbit for use by **City of Roseville** for the renewal period indicated in the renewal agreement. All energyOrbit licenses are issued per user per year.

Payment dates and amounts will be determined based on previous payment history. This is not a schedule of payments due.

PRODUCTS AND SERVICES

Product/Service Name	Price per Year	Quantity	Renewal Term Years	Total Price per Year	Total Price for Renewal Terms
energyOrbit Admin License	$1,650	5	1	$8,250	$8,250
energyOrbit User License	$1,650	15	1	$24,750	$24,750
energyOrbit Portal Licenses (blocks of 1,000)	$1,650	6	1	$9,900	$9,900
Salesforce additional file storage (blocks of 10Gb)	$750	2	1	$1,500	$1,500
Electric - General Support and Enhancements	$45,000	1	1	$45,000	$45,000
EU - General Support and Enhancements	$5,000	1	1	$5,000	$5,000
TOTALS				**$94,400**	**$94,400**

NOTES

1. Pricing does not include any applicable local and state taxes.

energyOrbit
Streamlining DSM for the Modern Utility

One Market Street
Spear Tower, Suite 3600
San Francisco, CA 94105

2. Payment terms will follow those listed in the Agreement.

SERVICE AND LICENSE RENEWAL AGREEMENT

energyOrbit
Streamlining DSM for the Modern Utility

One Market Street
Spear Tower, Suite 3600
San Francisco, CA 94105

Acknowledged and Agreed by:

City of Roseville

Signature

_____

Name

_____

Title

_____

Date

_____

crmOrbit, Inc. d/b/a energyOrbit

Signature

_____

Name

JOHN FINN

Title

CEO

Date

2-18-2021

SFDC Service Terms of Use

"AppExchange" means the online directory of on-demand applications that work with the Service, located at http://www.appexchange.com or at any successor websites.

"Reseller" means crmOrbit, Inc.

"Reseller Application means energyOrbit

"Platform" means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller's provision of the Reseller Application to You.

"SFDC Service" means the online, Web-based application and platform service generally made available to the public via http://www.salesforce.com and/or other designated websites, including associated offline components but excluding AppExchange applications.

"SFDC" means salesforce.com.

"Users" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of these SFDC Service Terms of Use as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by Salesforce.com or Reseller at Your request).

"You" and **"Your"** means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of these SFDC Service Terms of Use, together with any other terms required by Reseller.

"Your Data" means all electronic data or information submitted by You as and to the extent it resides in the Service.

1. **Use of Service**.

   (a) Each User subscription to the Reseller Application shall entitle one User to use the Service via the Reseller Application, subject to the terms of these SFDC Service Terms of Use, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service). For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service. If You wish to use the SFDC Service or any of its functionalities or services, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the Reseller Application provides You with access to the SFDC Service generally or access to any SFDC Service functionality within it that is in excess to the functionality described in the Reseller Application's user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality, or Your creation or use of additional custom objects in the Reseller Application beyond that which appears in

the Reseller Application in the form that it has been provided to You by your Reseller, would be a material breach of this Agreement.

(b) Notwithstanding any access You may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application or to refund You any fees paid by You to Reseller.

(c) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Reseller or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform and the SFDC Service.

(d) You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by these SFDC Service Terms of Use; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

(e) You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

2. **Third-Party Providers.** Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of AppExchange applications, offer products and services related to the Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform, SFDC Service, and/or the Reseller Application, such as by exchanging data with the Platform, the SFDC Service, and/or the Reseller Application, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the Reseller Application through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not

defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of these SFDC Service Terms of Use.

3. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in these SFDC Service Terms of Use. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in these SFDC Service Terms of Use.

4. **Compelled Disclosure**. If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

5. **Suggestions**. You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.

6. **Termination.** Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of these SFDC Service Terms of Use by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with these SFDC Service Terms of Use.

7. **Subscriptions Non-Cancelable**. Subscriptions for the Platform and the SFDC Service are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.

8. **Data Storage.** The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact Your Reseller for additional information. Additional storage may be available for purchase from the Reseller.

9. **No Warranty**. SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. SALESFORCE.COM MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE RESELLER APPLICATION. SALESFORCE.COM DOES NOT REPRESENT OR WARRANT THAT (A) THE RESELLER APPLICATION WILL BE AVAILABLE, SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH THE SALESFORCE.COM SERVICE OR ANY OTHER APPLICATION, SOFTWARE, HARDWARE, SYSTEM OR DATA, (B) THE RESELLER APPLICATION, THE PLATFORM OR THE SFDC SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY DATA STORED USING THE RESELLER APPLICATION WILL BE ACCURATE, RELIABLE, OR SECURE, (D) ERRORS OR DEFECTS IN THE RESELLER APPLICATION, THE PLATFORM, OR THE SFDC SERVICE WILL BE CORRECTED, OR (E) THE RESELLER

APPLICATION OR THE SYSTEMS USED BY RESELLER TO MAKE RESELLER APPLICATION AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PLATFORM AND THE SFDC SERVICE IS PROVIDED STRICTLY ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SALESFORCE.COM DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO RESELLER APPLICATION AND THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

10. **No Liability.** IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **Further Contact.** SFDC may contact You regarding new SFDC service features and offerings.

12. **Google Programs and Services.** Platform or SFDC Service features that interoperate with Google programs and services depend on the continuing availability of applicable Google application programming interfaces ("APIs") and programs for use with the Platform and the SFDC Service. If Google Inc. ceases to make such APIs and/or programs available on reasonable terms to SFDC, SFDC may cease providing such features without entitling You or Reseller to any refund, credit, or other compensation.

13. **Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between You and Reseller solely as it relates to these SFDC Service Terms of Use.

COMPANY

By: _____

Print Name: Dominick Casey

Title: Acting City Manager

Date: May 3, 2018

COUNCIL COMMUNICATION

CC #: 1326
File #: 0203-07-01

Title:	15kV Metal-Clad Switchgear (RFQ 10-3240) - Contract Purchase Agreement Amendment
Contact:	Vince Bottoni 916-774-5641 vbottoni@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute Amendment #1 to Contract Purchase Agreement (3000195) with Crown Technical Systems to increase the total contract amount for the construction and delivery of the Industrial 2 15kV Metal-clad Switchgear.

BACKGROUND

A formal bid process was issued in November 2019 and awarded to Crown Technical Systems by City Council on February 19, 2020 for the Industrial 2 Switchgear which will replace the existing switchgear that has reached the end of its useful life. Several items that were not included in the original design that went out to bid by City staff were later determined to be necessary and modifications had to be made by the manufacturer in order to provide the desired equipment operation.

FISCAL IMPACT

The total amount of the contract with Crown Technical Systems will increase by $9,238.49. This changes the total contract amount from $814,004.41 to $823,242.90. Funding is included in the Electric Department's FY2020-21 budget.

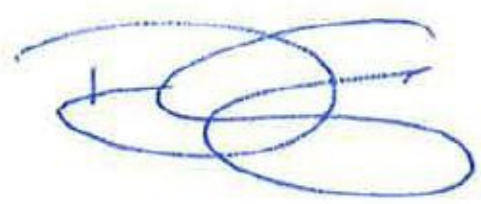
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The approval of Amendment #1 to Contract Purchase Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Vince Bottoni, Power Engineer

Michelle Bertolino, Electric Utility Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-091

Amendment 1 Signed

RESOLUTION NO. 21-091

APPROVING AMENDMENT #1 TO CONTRACT PURCHASE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CROWN TECHNICAL SYSTEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment #1 to Contract Purchase Agreement (3000195), regarding the construction and delivery of the Industrial 2 15kV Metal-clad Switchgear, between the City of Roseville and Crown Technical Systems, has been reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3000195

Supplier Details:

Company	Crown Technical Systems
Contact	Josh Carruthers
Address	13470 Philadelphia Avenue
	Fontana, CA 92337

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

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

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3000195

Agreement	3000195
Agreement Date	16-JAN-2020
Change Order	3
Change Order Date	08-JAN-2021
Revision	3
Agreement Amount	823,242.90 USD

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Crown Technical Systems
13470 Philadelphia Avenue

Fontana, CA 92337
Phone: ()
Fax: ()
Email: nsiddiqui@crowntechnicalsystems.com

Description of Labor, equipment and/or materials

AMENDMENT #1

Contract Purchase Agreement 3000195, which was executed on 2/19/20, is hereby modified as follows:

The Agreement Amount is modified from $814,004.41 to $823,242.90 in accordance with the attached invoice 15827 dated 11/13/2020. The purpose of this modification is to allow for changes in equipment design that were not accounted for or overlooked in the original technical specification. These modifications will allow for desired operation and installation of this equipment.

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

Please contact Vincent Bottoni at (916) 774 5641, vbottoni@roseville.ca.us for questions regarding this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11011	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

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

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

Supplier	
Signature:	
Print Name:	NAIM SIDDIQUI
Title:	PRESIDENT.

Supplier	
Signature:	
Print Name:	
Title:	

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

CROWN
TECHNICAL SYSTEMS
Enclosures | Relay Panels | Switchgear

INVOICE

DATE: 11/13/2020

BILL TO:	INVOICE NO: 15827
CITY OF ROSEVILLE	CROWN JOB NO: 220016
ATTN: ACCOUNTS PAYABLE	CONTRACT NO: 3000195
311 VERNON ST	DATE SHIPPED: 11/13/2020
ROSEVILLE, CA 95678	TERMS: NET 30
	SHIPPED VIA: ROSSER INC
ACCOUNTSPAYABLE@ROSEVILLE.CA.US	

ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
	PO: 3000195 INDUSTRIAL 2				
	CHANGE ORDER #1				
1	CHANGE ORDER #1	100%	EA	$8,574.00	$8,574.00
	TOTAL CONTRACT SALES TAX TO BILL AT DELIVERY				
	PREVIOUSLY BILLED: $814,004.40				
	TOTAL CONTRACT VALUE: $822,578.41				
SUBTOTAL					**$8,574.00**
SALES TAX 7.75% (ROSEVILLE, CA)					**$664.49**
TOTAL DUE					**$9,238.49**

COUNCIL COMMUNICATION

CC #: 1327
File #: 0203-04

Title:	5480 Phillip Road Demolition Project (RFQ 10-3286) – Contract Purchase Agreement
Contact:	Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a contract purchase agreement with Double B Demolition, Inc. and authorize the City Manager to execute it on behalf of the City of Roseville. Additionally, staff recommends Council approve authority for a 10% construction contingency.

BACKGROUND

In 2005, the property located at 5480 Phillip Road was purchased by the City from Archie and Willa O'Brien. Shortly after closing on the property, the City entered into a Lease and Operating Agreement with the O'Briens. Since 2005, the O'Briens have operated a dog kennel on the property and in December 2019 the last of ten lease amendments extended the lease through January 2021. The tenant has since vacated the property.

The City envisioned the kennel would be relocated as development in Northwest Roseville progressed. Today, the 2.38 acre site, zoned Community Commercial, is a critical entry point to the Creekview development. Given the current condition of the buildings and site vacancy, staff believes that demolition and grading of the site to prepare for future commercial development is in the best interests of the City.

A formal bid was issued with the following vendor responses:

Bidder **Lump Sum Total**
Double B Demolition, Inc. $119,892
Folsom, CA

G W Demolition, Inc. $159,625
Rio Linda, CA

P+P Building Wrecking, Inc. $173,600

Sacramento, CA

Central Valley Environmental $174,145
Fresno, CA

FISCAL IMPACT

The cost of the agreement is $119,892. Authorized change orders on an as-needed basis up to 10% ($11,989.20), as a construction contingency, would bring the total contract amount to $131,881.20. Funding is included in the FY2020-21 General Fund Rental Facilities – Renovation and Restoration Capital Improvement Project.

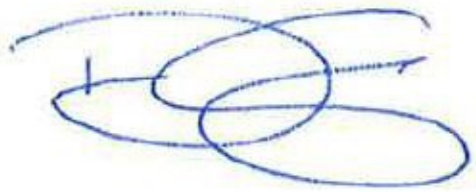
ENVIRONMENTAL REVIEW

The proposed project involves the demolition and removal of an existing structure. 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,

Tiffany Valdez, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-092

Contract Purchase Agreement

RESOLUTION NO. 21-092

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

WHEREAS, a contract purchase agreement (3001095), for the materials and labor to complete the demolition project at 5480 Phillip Road, by and between the City of Roseville and Double B Demolition, Inc., has been reviewed by the City Council.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3001095

Agreement	**3001095**
Agreement Date	**19-FEB-2021**
Revision	**0**
Agreement Amount	**119,892.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Double B Demolition Inc
640 Glen Oak Court

Folsom, CA 95630
Phone: (916) 983-0700
Fax: ()
Email: becky929@outlook.com

Description of Labor, equipment and/or materials

SHALL PROVIDE ABATEMENT AND DEMOLITION SERVICES IN ACCORDANCE WITH ALL SPECIFICATIONS, ATTACHMENTS, TERMS AND CONDITIONS PER RFQ 10-3286, 5480 PHILLIPS ROAD DEMOLITION PROJECT.

START DATE: EXECUTED AGREEMENT
END DATE: FINAL PAYMENT

PLEASE CONTACT LORI HOGAN AT 916-774-5707 OR LHOGAN@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	14897	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Tiffany Valdez Phone **1-916-774-5708**

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

Contract Terms and Conditions

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

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

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

4. Time is of the essence of this Agreement.

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

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

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

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

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

10. Contractor agrees to the below insurance requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Roseville Business License No. PENDING

Contractor License No. 637105

DIR Registration No. 1000006371

Check mark the applicable company type below:

✓ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

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

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

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

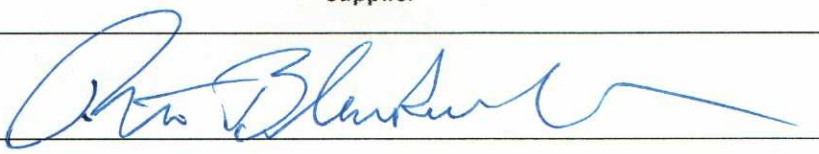
Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	Rebecca Blackwell
COMPANY NAME	DOUBLE B DEMOLITION INC.
DATE	2/22/21

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	Robert Blackwell
Title:	President

Supplier	
Signature:	Rebecca Blackwell
Print Name:	Rebecca Blackwell
Title:	CFO

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

COUNCIL COMMUNICATION

CC #: 1354
File #: 0203-06

Title:	Audio Visual Services (RFP 01-036) - Contract Purchase Agreement
Contact:	Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to authorize the City Manager to execute a contract purchase agreement with EKC Enterprises, Inc. for audio visual services.

The RFP allows for four optional renewal years at one-year intervals. Staff requests authorization to utilize the optional renewal years of the agreement without further Council approvals, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Public Works Department released RFP 01-036 in December of 2020 to solicit bids for citywide audio visual services on an as-needed basis at a number of locations. These services include project design and engineering, equipment, programming, repair, and training, including design, installation and maintenance services for government access broadcasting and video streaming. Eight companies submitted proposals. The proposals were evaluated on overall proposal, cost, qualifications and experience. EKC Enterprises Inc. was rated the highest, and staff is recommending they be awarded a contract purchase agreement.

FISCAL IMPACT

Projected spending for this on-call agreement for the remainder of FY2020-21 is $150,000. Funding for this agreement is included in the Facility Services and Facility Rehabilitation, Information Technology, and Marketing and Communications FY2020-21 approved budgets. Additional projects may be paid for with funds from approved budgets from other City departments.

Funds will be encumbered one year at a time pending Council approval of the budget for each year. Projected spending for the optional renewal years is as follows: FY2021-22 $525,000; FY2022-23 $550,000; FY2023-24 $575,000; FY2024-25 $600,000; and FY2025-26 $350,000.

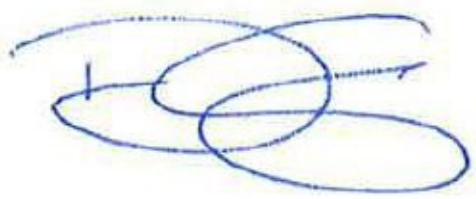
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tisha Chinn, Administrative Technician

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-115

CPA 3001083 EKC Enterprises Inc

RESOLUTION NO. 21-115

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

WHEREAS, a contract purchase agreement (3001083) for audio visual services, between the City of Roseville and EKC Enterprises, Inc., has been reviewed by the Council; and

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE
CALIFORNIA

Contract Purchase Agreement 3001083

Supplier Details:

Company	EKC Enterprises Inc
Contact	Steve Havis
Address	4658 E Weathermaker Ave
	Fresno, CA 93703

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

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

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3001083

Agreement	3001083
Agreement Date	10-FEB-2021
Revision	0
Agreement Amount	500,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **EKC Enterprises Inc**
4658 E Weathermaker Ave

Fresno, CA 93703
Phone: (916) 782-6444
Fax: (916) 782-8811
Email: steve@betterAVsystems.com

Description of Labor, equipment and/or materials

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-036 AND CONTRACTOR'S PROPOSAL THERETO TITLED BID RESPONSE FOR: CITY OF ROSEVILLE RFP 01-036 AUDIOVISUAL SERVICES (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-036 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

Please contact Tisha Chinn at 916-774-5702 or tchinn@roseville.ca.us for questions regarding this agreement.

The total cost listed is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	14818	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
18-Mar-2021	**20-Jan-2022**	**Tiffany Valdez** Phone **1-916-774-5708**

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

4. Time is of the essence of this Agreement.

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

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

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

8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.

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

10. Consultant agrees to the below insurance requirements:

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

    b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City

Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

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

(1) the minimum coverage and limits specified in this Agreement; or

(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater

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

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

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

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

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

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

provisions of this Agreement or law.

11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.

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

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

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

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

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

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

18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.

19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.

20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.

21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.

22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.

23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.

24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.

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

26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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

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

has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. 00843516

Contractor License No. 916095

DIR Registration No. 1000000219

Check mark the applicable company type below:

X Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Information Technology T&C
REV 3/25/20 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

Supplier	
Signature:	
Print Name:	Chris Shafer
Title:	CEO

Supplier	
Signature:	
Print Name:	
Title:	

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

COUNCIL COMMUNICATION

CC #: 1330
File #: 0203-09

Title: Control Panel Upgrade Project (RFP 08-076) - Contract Purchase Agreement
Contact: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a contract purchase agreement with Telstar Instruments to provide PLC (Programmable Logic Control) replacement, testing, panel installation/fabrication, programming integration, and engineering.

BACKGROUND

The City of Roseville's Environmental Utilities Department (EUD) operates and maintains a 100 million gallons per day (MGD) water treatment plant. This facility utilizes (18) Allen Bradley SLC 5/05 PLCs (control hardware) which are at the end of life, and need to be replaced. These controllers are critical to the operation of the plant and necessary for water treatment. The Environmental Utilities Department released Request for Proposals 08-076 Allen Bradley PLC Replacement Project to solicit proposals for PLC replacement, testing, panel installation/fabrication, programming integration, and engineering. Qualified vendors were evaluated on overall proposals, cost, qualifications, and experience. Telstar Instruments was ranked first in overall scoring.

FISCAL IMPACT

The estimated cost of this project is $1,900,000 with funding from the Environmental Utilities Department's FY2020-21 Water Treatment Plant Program Logic Controller Update Project (#400202) budget.

ENVIRONMENTAL REVIEW

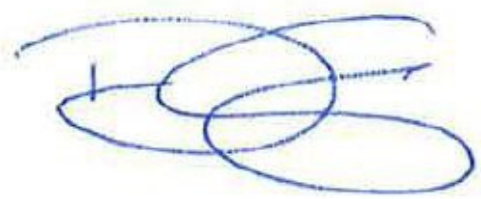
The California Environmental Quality Act (CEQA) only applies to projects, which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity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

and therefore is not subject to the CEQA.

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coodinator

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-094

Telstar Instruments CPA

RESOLUTION NO. 21-094

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

WHEREAS, a contract purchase agreement (3001056), to provide PLC (Programmable Logic Control) replacement, testing, panel installation/fabrication, programming integration, and engineering, by and between the City of Roseville and Telstar Instruments, has been reviewed by the City Council.

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3001056

Agreement	3001056
Agreement Date	29-JAN-2021
Revision	0
Agreement Amount	1,900,000.00 USD

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Telstar Instruments** 1717 Solano Way Unit 34 Concord, CA 94520
Phone:	(916) 774-5488	**Phone:**	()
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	

Description of Labor, equipment and/or materials

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL RFP 08-076 ALLEN BRADLEY PLC REPLACEMENT PROJECT AND CONTRACTOR'S PROPOSAL DATED 12/15/20. THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL RFP 08-076 ALLEN BRADLEY PLC REPLACEMENT PROJECT AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

START DATE: UPON EXECUTED AGREEMENT
END DATE: UPON PROJECT COMPLETION, INCLUDING WARRANTY PERIOD

For questions contact Blaine Wiegel at (916) 746-1833. or by email at bwiegel@roseville.ca.us

*Total cost listed is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11512	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

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

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

Contract Terms and Conditions

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

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

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

4. Time is of the essence of this Agreement.

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

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

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

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

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

10. Contractor agrees to the below insurance requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Contractor agrees to defend and indemnify City if, despite the parties intent and practice,

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

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

Roseville Business License No. 00844085

Contractor License No. 422364

DIR Registration No. 1000000899

Check mark the applicable company type below:

X **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C, AB5
REV 3/20/2020 JS

ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT UNDER FORMAL BID LIMIT

General - Required Coverage:

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

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

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

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

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

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

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

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

Insurance Verification
By signing the agreement included with this document, you are confirming that your company has the minimum insurance limits required above.

A copy of your insurance certificate is not required at this time. The City may request proof of insurance at any time.

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

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

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

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

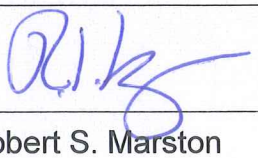
Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	- President -Secretary
COMPANY NAME	Telstar Instruments
DATE	February 8, 2021

Asbestos
Rev 01/16/19

COR Signature-City Manager

Supplier	
Signature:	
Print Name:	Robert S. Marston
Title:	President

Supplier	
Signature:	
Print Name:	Robert S. Marston
Title:	Secretary

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

COUNCIL COMMUNICATION

CC #: 1337
File #: 0203-10

Title: Irrigation Controllers (RFQ 10-3288) - Purchase Order
Contact: Sue Jessup 916-746-1702 sjessup@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve a purchase order to Normac, Inc. as the lowest responsive and responsible bid received for irrigation controllers in response to RFQ 10-3288. The controllers are used by City Park Maintenance staff to control the timing and frequency of irrigation in parks and landscape areas throughout the City and will be used to replace older controllers that have outdated software.

BACKGROUND

Parks Division staff has a requirement for irrigation controllers. The new controllers are being purchased to replace older poorly functioning and antiquated units. The controllers operate irrigation within the community facility districts (CFD) that supports trees, turf, shrubs, etc. Some districts have numerous controllers due to the miles of streetscapes within the district, which are located in panel boxes along City streets. The controllers increase water use efficiency to prevent water waste.

Replacement of the General Fund parks controller components is complete, and this will be the beginning of the CFD-funded replacements. A total of twenty-six controllers will be purchased, including the purchase of the accompanying software, hardware, and radios to provide wireless communication between controllers using a hub. Installation will be completed by a combination of City staff and contractors.

A formal bid was issued with the following responses:

Bidder	Grand Total
Normac, Inc. Rocklin, CA	**$152,440.70**
Ewing Irrigation and Landscape Supply Roseville, CA	$160,411.47

Imperial Sprinkler Supply Livermore, CA	$160,945.49

FISCAL IMPACT

The cost of the equipment is $152,440.70 plus tax of $11,814.15, for a grand total of $164,254.85. Funding is included in the following CFD FY2020-21 budgets: Crocker Ranch, Fiddyment, New Meadow, Rose Park, North Central, North Roseville (Parkside/Bridge) Zone B, Stoneridge, West Park, and Woodcreek West.

ENVIRONMENTAL REVIEW

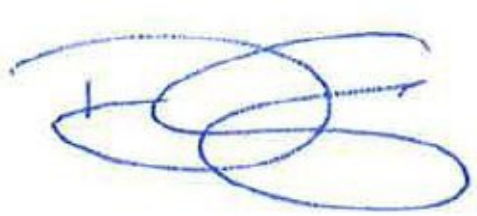
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The purchase of irrigation controllers meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Sue Jessup, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____
Dominick Casey, City Manager

ATTACHMENTS:
Description

COUNCIL COMMUNICATION

CC #: 1322
File #: 0900-02

Title:	2021 Sewer Collection System Cured-in-Place Pipe Rehabilitation Project - Approval of Plans and Specifications and Authorization to Call for Bids
Contact:	Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council:

1. Approve the Project's construction plans and specifications.
2. Authorize staff to advertise the Project and accept bids from prospective bidders.

BACKGROUND

The Environmental Utilities Department has an ongoing repair and maintenance program for its sewer collection system. To date, the rehabilitation program has repaired over 17 miles of defective sewer pipeline.

Closed-circuit television (CCTV) was used to inspect 26 miles of the pipeline interior and based on severity of defects, segments of pipeline were prioritized for repair.

This year's plan is to repair approximately 13,400 linear feet of the sewer collection system that has cracked and/or deteriorated pipe. Additionally, the rehabilitation will include repair of approximately 340 service laterals to provide a seal between the repaired sewer pipe and the lateral connection. The defective pipe and lateral connections will be repaired using ultraviolet (UV) light cured-in-place lining technology where the existing pipe is lined without excavation and therefore resulting in significant cost savings. Access to the pipe will be provided at existing manholes. Eliminating the need for excavation also provides for minimal traffic and neighborhood or business disruption.

A copy of the plans and specifications are available at the City Clerk's office for review.

FISCAL IMPACT

The total cost for this construction project is estimated to be $3,400,000, which includes the construction cost, contingency for potential change orders, and secondary labor. Funding is

provided by the Wastewater Rehabilitation Fund.

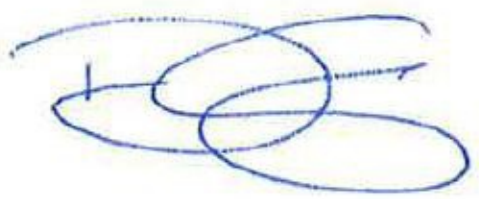
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Jonathan Cummings, Associate Engineer

Richard Plecker, Environmental Utilities Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Project Manual

Plan Set

Project Manual

Name of project:
2021 Sewer Collection System CIPP Rehabilitation Project

Department:
Environmental Utilities

CITY OF ROSEVILLE CALIFORNIA

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CITY OF ROSEVILLE

DEPARTMENT OF ENVIRONMENTAL UTILIES

Name of Project: 2021 Sewer Collection System CIPP Rehabilitation Project

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until Monday, **April 19, 2021 at 3:00p.m.** Late Proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on April 19, 2021 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project: 2021 Sewer Collection System CIPP Rehabilitation Project.

A non-mandatory virtual pre-bid meeting will be held on **Wednesday, March 31, 2021** at 1:00 pm via a Microsoft Teams video call. Below is information on how to connect to this video call.

Computer link (note that Microsoft Teams does not need to be installed on the connecting computer as there is a web version available, please copy this link into Chrome):

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWNmMTJlMGQtYmRlZC00NWQyLWI5OTYtOWRkOGUyZDRlOWY0%40thread.v2/0?context=%7b%22Tid%22%3a%22446c7c35-e59d-4e53-84df-3832018aec5a%22%2c%22Oid%22%3a%22af0f0088-b6af-4b92-adb0-053cceeed276%22%7d

Conference call number and ID into the Microsoft Teams Meeting is included below in case you do not have a microphone and/or speakers:

Phone: +1 213-282-6642, ID 731 648 939#

Note that the City will be sharing a PowerPoint Presentation on Microsoft Teams so the City recommends that Potential Proposers connect via a computer if possible.

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

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

2021 SEWER COLLECTION SYSTEM CIPP REHABILITATION PROJECT

(Name of Bidder)

(Address of Bidder)

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

Each bid must be accompanied by a Bid Guaranty in the form of a Certificate of Deposit, Certified or Cashier's Check, Bidder's Bond or Irrevocable Standby Letter of Credit in an amount equal to at least ten percent (10%) of the Bidder's Grand Total Price. The Bid Guaranty

will be retained by the City and applied to any and all damages sustained by the City in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it and to furnish all required bonds and Certificates of Insurance. The City intends to award the Contract to the lowest responsible Bidder based on the Grand Total Bid Price for all components of the Project. To the extent allowed by law, the City reserves the right to reject any and all bids and/or to waive any irregularities or informalities in any bid or in the bidding procedure. The City specifically reserves the right to not award the Contract after the opening of bids.

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

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

The City will affirmatively ensure non-discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or

military and veteran status in the award and administration of contracts that it awards.

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

The City has determined that the Contractor shall possess a valid Class A - General Engineering, or Class C-34 - Pipeline Contractor's license at the time that the bid is submitted, as well as any other license classification as may be required by the laws of the California for the performance of the work specified in the Contract Documents. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of bid submittal. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the work is to be done to be as determined by the Director of Industrial Relations of the State of California. The Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 5 “Legal Relations and Responsibility” of the General Conditions.

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720, et seq., unless currently

registered and qualified to perform public work pursuant to Labor Code Section 1725.5 or exempt from registration requirements pursuant to Labor Code Section 1725.5(f). It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform work pursuant to Labor Code Section 1725.5 at the time the contract is awarded or is exempt from registration requirements pursuant to Labor Code Section 1725.5(f). The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All questions prior to the deadline for bid submissions shall be directed to Public Purchase at https://www.publicpurchase.com. The deadline for submissions of questions and clarifications regarding the Contract Documents is seven (7) calendar days before the deadline for bid submissions. Only Addenda issued by the City are binding.

_____
City Clerk, City of Roseville

Dated: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

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

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

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

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

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

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

SECTION 2. BID REQUIREMENTS

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

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

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

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

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

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

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

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

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

2-1.04 **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the

provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

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

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

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

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

2-1.06 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING**. A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified,

removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

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

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

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

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

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

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

The prices included within the Schedule of Bid Items shall include all costs for labor,

materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and all other costs necessary to perform the Work in accordance with the Contract Documents.

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

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

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

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

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

performed at the quantities included in the Schedule of Bid Items. As provided in the General Conditions, for any deleted Work, Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items, and each Bidder acts at its peril if its bid is unbalanced.

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

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

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

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

2-1.12 **TRENCHING AND EXCAVATION WORK.** In accordance with the provisions of California Labor Code Section 6707, if the Work involves construction of a

pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet (5') or deeper, each bid submitted shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety orders.

2-1.13 **SUPERINTENDENT QUALIFICATIONS.** Bidder shall submit on the form provided, requested information that will assist the City to determine if the proposed project Superintendent has the experience and qualifications required for performing the work. Evaluation of qualifications will be based on the information provided in the SUPERINTENDENT'S QUALIFICATIONS AND EXPERIENCE FORM and verification checks of that information.

The City reserves the right to reject the Lowest Bidder's Proposal in the event that a) Proposed project Superintendent does not meet minimum experience qualifications, b) upon conducting Reference Verification, the available experience provided does not satisfy the City that the Bidder is qualified to carry out the terms of the Contract, or c) false information has been provided on the experience form. The City's decision as to qualifications of the Bidder shall be final.

It is required that the superintendent named is assigned to the Project and is on the job at all times during construction activities.

SECTION 3. EVALUATION OF BIDS

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

In case of discrepancy between the total of the base contract items and any specified alternates and the stated Grand Total Bid Price, the total of the base contract items plus specified alternates shall prevail. Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected addition. For example, if the mathematical total of Bidder's base contract items plus specified alternates equals

$1,000,000, but the Bidder has written $1,250,000 as the Grand Total Bid Price, the City will consider $1,000,000 to be the Bidder's Grand Total Bid Price for purposes of comparison to other Bidders and actual bid award. The City reserves its rights to reject or accept bids based on discrepancies between the stated Grand Total Bid Price and the actual mathematical total of the base contract bid items, plus specified alternates.

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

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

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

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

SECTION 4. AWARD AND EXECUTION OF CONTRACT

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

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

4-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2)

bonds in the form contained in the section entitled Insurance Broker Information Packet and Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

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

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

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

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

4-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance certificates, within ten (10) Working Days after the Contract has been awarded, or as otherwise directed, in writing, by the City.

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

4-1.06 **FAILURE TO EXECUTE CONTRACT.** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided within ten (10) Working Days after the Contract has been awarded, or as otherwise directed, in writing, by the City, shall be just cause for annulment of the award and forfeiture of the Bidder's security. The successful Bidder may file with the City Clerk a written notice, signed by the Bidder or Bidder's authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

SECTION 5. BID PROTEST PROCEDURES

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

PROPOSAL TO THE DEPARTMENT OF ENVIRONMENTAL UTILITIES

Project: 2021 Sewer Collection System CIPP Rehabilitation Project

Name of Bidder_____ Business Phone _____

Business Address_____

Place of Business _____

Contractor's License No. _____

License Expiration Date_____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

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

City of Roseville Business License No._____

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

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

The work to be done is described in the Bidding Documents entitled 2021 Sewer Collection System CIPP Rehabilitation Project, City of Roseville, California. This offer shall be irrevocable for a period of sixty (60) Days after the date on which bids are opened. The

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

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

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

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

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

Accompanying this Proposal is_____.

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

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

_____

The names of the following staff persons that will be directly involved in the project are:

Project Manager: _____.

Project Superintendent: _____.

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

_____

If PARTNERSHIP, one or more partners sign here:

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

_____

_____

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

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

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

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____
The undersigned certify that they sign this bid with the full and proper authorization so to do:

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

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

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

LIST OF SUBCONTRACTORS

Contractor's Name: _____

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

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

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

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

_____

_____
Signature of Bidder

_____

_____
Business Address

_____
Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____

_____, as PRINCIPAL, and

_____

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

_____

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

NOW, THEREFORE, IF THE AFORESAID PRINCIPAL is awarded the Contract and,

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

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

_____ (Seal)
_____ (Seal)
_____ (Seal)
Principal
_____ (Seal)
_____ (Seal)
_____ (Seal)
Surety
_____
_____
Business Address

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

Project: 2021 Sewer Collection System CIPP Rehabilitation Project

Contractor: _____

SCHEDULE OF BID ITEMS

BID ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ($)	TOTAL AMOUNT ($)
1	Mobilization, Demobilization, Bonds, Insurance, and Permits	LS	1		
2	6-inch CIPP Liner	LF	11952		
3	8-inch CIPP Liner	LF	650		
4	10-inch CIPP Liner	LF	146		
5	15-inch CIPP Liner	LF	646		
6	Lateral Reinstatement	EA	257		
7	6-inch x 4-inch Top Hat	EA	328		
8	8-inch x 4-inch Top Hat	EA	9		
9	Traffic Control - Area 1	LS	1		
10	Traffic Control - Area 4	LS	1		
11	Traffic Control - Area 7	LS	1		
12	Traffic Control - Area 8	LS	1		
13	Traffic Control - Area 11	LS	1		
14	Traffic Control - Area 12	LS	1		
15	Traffic Control - Area 13	LS	1		
16	Traffic Control - Area 15	LS	1		
17	Traffic Control - Area 20	LS	1		
18	Qaulity Assuarance Field Sample and Testing CIPP Liner	EA	114		
19	Qaulity Assuarance Field Sample and Testing Top Hats	EA	67		

GRAND TOTAL BID PRICE ($) = _____

Grand Total Bid Price in Words:

The Grand Total Bid Price must be filled in and completed in figures and written in words above. In case of discrepancy between words and figures of the Grand Total Bid Price, the words shall prevail.

The Grand Total Bid Price is for the completed Work and includes any and all sales taxes and levies, which may be applicable. The undersigned has examined the location of the proposed Work and is familiar with the Specifications and the local conditions at the place where the Work is to be done. The undersigned has checked the above amount and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

Addendum Number	_____	Date	_____
	_____	Date	_____
	_____	Date	_____
	_____	Date	_____

Failure to acknowledge addenda shall render the bid non-responsive and shall be cause for its rejection.

It is agreed that this proposal may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.

The undersigned understands that the Owner reserves the right to reject any or all bids and to waive any informality in bids received that in the judgment of the Owner is to the best interest of the Owner.

Respectfully submitted,

_____	_____	_____
Signature of Bidder	Title	Date
_____		
Company		
_____	_____	
Business Address	Phone Number	
_____	_____	
License Number	Expiration Date	

END OF SCHEDULE OF BID ITEMS

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

_____

(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

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

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

Yes_____ No_____

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

_____

_____

_____

_____

_____

_____

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE:_____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE:_____

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

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

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

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

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

CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE

Instructions and Requirements

Given the importance of timely and successful completion of the Project to the City and its residents, the Proposer must provide qualifying company project experience, as well as, project training and experience for their assigned Superintendent to be considered a responsible Proposer for this specific procurement. The proposing company and qualified superintendent must meet the minimum requirements described below.

Proposing Company's Minimum Experience/Qualifications

a. Proposers must provide project experience for installation Cured in Place Pipe (CIPP) projects over the last five (5) years.
b. Project references must show a minimum of 50,000 Linear Feet of CIPP installations (cumulative over the last five years). These project references may be with a different superintendent that proposed for this Project.
c. CIPP project references must be similar pipe size to this project (6-inch to 18-inch diameter).

Superintendent's Minimum Training and Experience/Qualifications

a. Proposer's Superintendent must provide project experience if supervising Cured in Place Pipe (CIPP) projects over the last five (5) years.
b. Project references must show a minimum of 50,000 Linear Feet of CIPP installations (cumulative over the last five years). These project references may be with prior companies.
c. CIPP project references must be similar pipe size to this project (6-inch to 18-inch diameter).
d. Superintendent must provide evidence of specialized training in the Ultra Violet (UV) curing of Cured-In-Place-Pipe (CIPP) processes and equipment.

SUPERINTENDENTS NAME:

Describe the Superintendent's training in UV Cured in Place Pipe (CIPP). Include what company provided the training, what equipment/systems were included, duration of course and any other information about the training that will be relevant to this project:

Training Certification:
Training Certification Number/Date:

Demonstrate proposing company and superintendent's relevant project experience by providing previous project experience on the form included below. Duplicate and complete as many of the following project reference forms as needed.

PROJECT REFERENCES

COMPANY NAME: _____

SUPERINTENDENT'S NAME:_____

Qualifying Project Number:	
Project Name:	
Project Owner:	
Project Location:	
Owner's Representative:	
Owner's Representative Telephone No. and email address:	
Date of Substantial Completion :	
Diameter of CIPP Installed:	
Liner Manufacturer:	
Length of CIPP Installed:	
Resin Type:	
Cure Method (Water, Steam, UV):	
Description of project characteristics or other unique situations/attributes:	

END OF PROPOSAL

A G R E E M E N T

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

W I T N E S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the_____ day of_____, 20_____, approved plans and specifications for the 2021 Sewer Collection System CIPP Rehabilitation Project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the (TBD) day of (TBD), 2021; and

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

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

_____

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR _____

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

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

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including general conditions, supplemental conditions, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of $1,000 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 186 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

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

CITY OF ROSEVILLE	CONTRACTOR
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

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

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

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

_____, a _____

BY: _____
its: _____

and

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:

Print Name: Richard D. Plecker

Title: Environmental Utilities Department

INSURANCE BROKER INFORMATION PACKET

Project: 2021 Sewer Collection System CIPP Rehabilitation Project

NOTICE TO CONTRACTOR:

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

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

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Insurance Requirements	INS 2
Public Works Faithful Performance Bond	INS 9
Public Works Payment Bond	INS 12

NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as 2021 Sewer Collection System CIPP Rehabilitation Project. The Contract Conditions for that project require your client ("the Contractor") to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

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

Please refer to the Supplemental Conditions for modifications of the General Conditions, if any, and the requirements of this insurance packet.

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

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

Bonds must be sent to the following staff person:

Jonathan Cummings
2005 Hilltop Circle, Suite 130
Roseville, CA 95747

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

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

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

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

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions:

5-1.23 **INSURANCE COVERAGE.**

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

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

C. Insurance Required.

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

limits of no less than Five Million Dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars ($1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. The Commercial General Liability insurance shall include the following, copies of which shall be provided:

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

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

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

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

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

f. Waiver of subrogation endorsement.

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

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

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

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

5. Builder's Risk/Course of Construction Insurance Is _____ OR Is Not_**X**_

Required by Risk Management: The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

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

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

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

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars ($2,000,000). Contractor shall add the City

and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

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

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

5-1.24 **OTHER INSURANCE PROVISIONS.**

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

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

named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis

for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND
Project: 2021 Sewer Collection System CIPP Rehabilitation Project

Bond No._____
Premium $_____

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____ as contractor ("PRINCIPAL") for the public work described as 2021 Sewer Collection System CIPP Rehabilitation Project (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

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

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

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

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

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL

and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

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

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

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

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

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

[SIGNATURES NEXT PAGE]

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

PRINCIPAL:

BY: _____
PRINT NAME:_____
PRINT TITLE:_____

AND

BY: _____
PRINT NAME:_____
PRINT TITLE:_____

SURETY:

BY: _____
PRINT NAME: _____
PRINT TITLE: _____

MAILING ADDRESS:

BY: _____
_____
_____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
Project: 2021 Sewer Collection System CIPP Rehabilitation Project

Bond No._____
Premium $_____

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____ as contractor ("PRINCIPAL"), for the public work described as 2021 Sewer Collection System CIPP Rehabilitation Project (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

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

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

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

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

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

CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

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

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

PRINCIPAL:

BY: _____
PRINT NAME:_____
PRINT TITLE:_____

AND

BY: _____
PRINT NAME:_____
PRINT TITLE:_____

SURETY:

BY: _____
PRINT NAME: _____
PRINT TITLE: _____

MAILING ADDRESS:

BY: _____
_____
_____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

GENERAL CONDITIONS

FOR

BUILDINGS AND GROUNDS

CITY OF ROSEVILLE
GENERAL CONDITIONS
FOR
BUILDINGS AND GROUNDS

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SECTION 1

DEFINITIONS AND TERMS

1-1.01 **GENERAL.** When the following abbreviations and terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as provided in this Section 1.

1-1.02 **ACCEPTANCE.** Formal Acceptance by resolution by the Roseville City Council of the Contract when completed in all respects in accordance with the Contract Documents and any modifications previously approved.

1-1.03 **ADDENDUM.** Written interpretation or revision to any of the Contract Documents issued by the City before the bid opening.

1-1.04 **AS-BUILT DOCUMENTS, AS-BUILT DRAWINGS AND RECORD DOCUMENTS.** As-Built Documents, As-Built Drawings and Record Documents are all contract documents modified to reflect changes during the construction phase. Specifically, As-Built Documents/Drawings are a revised set of drawings submitted by the Contractor upon Final Completion of a project. They reflect changes made in the Specifications and Working Drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the Contract. Record Documents, on the other hand, are compiled by the Engineer or Architect based on the As-Built Documents/Drawings submitted by the Contractor. They reflect the Engineer or Architect's concurring review of what changes were denoted, why they were made and where they occurred and create a record set of drawings.

1-1.05 **ASSESSMENT.** A cost imposed on the Contractor for non-compliance with certain contractual requirements.

1-1.06 **BENEFICIAL OCCUPANCY.** The taking possession of a portion of the Work by the City for its use and/or occupancy on other than a temporary or emergency basis.

1-1.07 **BID GUARANTY.** The cashier's, certified check, irrevocable standby letter of credit, deposit of securities, or Bidder's Bond, accompanying the bid submitted by the Bidder, as a guaranty that the Bidder will enter into an agreement with the City for the performance of the Work, if the Agreement is awarded to Bidder, and the Bidder will submit the required Contract Bonds and Certificate of Insurance. Also referred to as the Bidder's Security.

1-1.08 **BIDDER.** Individual, firm, partnership, limited liability company, corporation, joint venture, or any combination thereof, submitting a Proposal for the Work, acting directly, or through a duly authorized representative.

1-1.09 **BIDDING DOCUMENTS.** Includes the Notice to Bidders, Bidding Requirements, Contract Conditions, Drawings, and Addenda.

1-1.10 **CHANGE ORDER.** Any written order to the Contractor directing an addition, deletion, or modification of the Work, or an adjustment in the Contract Price or Contract Time provided in the Contract Documents and issued after the Agreement has been signed.

1-1.11 **CITY.** The City of Roseville.

1-1.12 **CITY ATTORNEY.** The City Attorney of the City.

1-1.13 **CITY CLERK.** The City Clerk of the City.

1-1.14 **CLAIM.** A separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief for damages or penalties for delay assessed by the City; (b) payment by the City of money or damages arising from work done by, or on behalf

of, Contractor pursuant to the Contract Documents and payment for which is not otherwise expressly provided or to which Contractor is not otherwise entitled; and (c) payment of an amount that is disputed by the City.

1-1.15 **CONSTRUCTION SCHEDULE.** A list or graphic display of construction activities required for completing the Work, in a format required by the Contract Documents. The duration, start and finish date, and sequence of significant activities, critical path, float and milestones must be indicated in the Construction Schedule.

1-1.16 **CONTRACT OR AGREEMENT.** The written agreement relating to the Work to be performed, the labor, materials, and equipment to be furnished, and the payment to be made therefor. The Agreement/Contract is part of and incorporates all of the Contract Documents.

1-1.17 **CONTRACT CONDITIONS**. Includes the General Conditions, Supplemental Conditions, and Specifications.

1-1.18 **CONTRACT DOCUMENTS.** Includes those documents that form the basis of the Contract, including but not limited to, Bidding Documents, the Bid or Proposal, Contract Bonds, the Contract, all required insurance certificates or endorsements, all bonds, all required certifications or statements, Change Orders, any Contract Amendment, any City Standard which is incorporated by reference and these City of Roseville General Conditions for Buildings and Grounds.

1-1.19 **CONTRACT DRAWINGS.** The official drawings including plans, elevations, sections, detail drawings, diagrams, plated, General Notes, information and schedules thereon, or exact reproductions thereof, showing the location, character, dimension, and details of the Work. The Contract Drawings include any drawings or plates bound within the

Supplemental Conditions.

1-1.20 **CONTRACT PRICE.** The total compensation to be paid to the Contractor in accordance with the terms of the Agreement.

1-1.21 **CONTRACT TIME.** The number of Days, or portion thereof, allowed for completion of the Work, including all authorized time extensions. The effective date for commencement of the Work specified in the Notice to Proceed shall define the beginning of the Contract Time.

1-1.22 **CONTRACTOR.** Individual, firm, partnership, limited liability company, corporation, joint venture, or any combination thereof, who has entered into the Agreement with City.

1-1.23 **DAY OR DAYS.** Unless otherwise designated, Day or Days as used in the Contract Documents will be understood to mean calendar Day or Days.

1-1.24 **DEPARTMENT.** The Department for Contract Administration, as identified in the Supplemental Conditions.

1-1.25 **DIRECT COSTS.** Those cost items (including labor, materials, equipment and any subcontractor's work) that are used in the actual performance of, and are specifically and uniquely attributable to the Work or changed Work. Direct Costs do not include Overhead. Direct Costs only include the following:

A. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment,

excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees may include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above only to the extent authorized by City in writing.

B. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained.

C. Payments made by Contractor to the subcontractors for work performed by subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to Contractor and shall deliver such bids to City who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

D. Costs of special consultants (including engineers, architects, testing laboratories, surveyors, and accountants) employed for services specifically, and only, related to the Work.

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value of such items used but not consumed which remain the property of Contractor.

3. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

4. Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable, imposed by laws and regulations.

5. The cost of utilities (including the meter and all associated installation costs), fuel and sanitary facilities at the site.

6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

1-1.26 **DIRECTOR.** Director of the Department for Contract Administration or his or her designee.

1-1.27 **EMERGENCY.** Any sudden generally unforeseen occurrence (such as a fire, flood, storm, earthquake, civil disorder, or other natural and/or man-made disaster) that has the potential to adversely affect the safety of life, the Work, and/or adjacent property; to interrupt contracts essential to the performance of the Work; and/or to cause catastrophic failure of City equipment and/or facilities.

1-1.28 **ENGINEER OR ARCHITECT.** Professional Engineer or Architect designated for a particular project responsible for signing and sealing the permit drawings, interpretation of the drawings where ambiguities exist, review of requests for information, design Change requests and Shop Drawings, resolution of errors and omissions, and finalization of Record Documents.

1-1.29 **FINAL COMPLETION.** When the project has been completed according to the terms and conditions set forth in the Contract Documents. Final Completion is not the same as Acceptance.

1-1.30 **FORCE ACCOUNT.** Payment by force account shall mean payment on the basis of the Contractor's time and materials.

1-1.31 **GENERAL NOTES.** The written instructions, provisions, conditions or other requirements appearing on the Contract Drawings and so identified thereon, which pertain to the performance of the Work.

1-1.32 **INSTALLATION, INSTALL.** Completely assembling, erecting, and/or connecting materials, parts, components, supplies, and related equipment specified or required for the completion of the Work.

1-1.33 **LABORATORY.** Established professional laboratories authorized by the City to test materials and Work involved in the Contract.

1-1.34 **LEGAL HOLIDAYS.** Those days designated as Federal holidays or declared by the City, or otherwise specified in the Contract Documents.

1-1.35 **LIQUIDATED DAMAGES.** The amount prescribed in the Contract Documents to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the Work

beyond the time allowed in the Supplemental Conditions.

1-1.36 **NOTICE OF COMPLETION.** A legal notice filed by the City with the Placer County Recorder's Office stating that construction has been completed and accepted by the City.

1-1.37 **NOTICE TO PROCEED.** A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run.

1-1.38 **NOTICE OF TERMINATION.** Written notice from the City to the Contractor and/or its Surety terminating the Agreement, or a portion thereof, either for convenience of the City or for default due to the Contractor's failure to perform its contractual obligations.

1-1.39 **OVERHEAD.** Business or administrative expenses (including but not limited to office expenses, administrative staff, rent, insurance, utilities) not chargeable to a particular part of the Work. The term "Overhead" shall include all of the following:

A. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor whether at the Work Site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's fee.

B. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

C. Any part of Contractor's capital expenses, including interest on

Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

D. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except as provided in section 1-1.25.

E. Other overhead or general expense costs of any kind.

1-1.40 **PREMISES.** Shall mean the area within construction easements, easements, rights of entry and City owned property which surrounds the Work Site, limited by the property lines thereof. In some cases Premises may coincide with the Work Site.

1-1.41 **PROFESSIONAL ENGINEER.** An engineer licensed by the Board of Registration for Professional Engineers, State of California.

1-1.42 **PROJECT MANUAL.** A book containing all Contract Documents.

1-1.43 **PROPOSAL FORMS.** The approved forms upon which the City requires that each Bidder submit its bid with regard to the Agreement.

1-1.44 **REQUEST FOR INFORMATION (RFI) .** A document issued by the Contractor requesting information concerning the Contract Documents.

1-1.45 **SAFETY.** Includes the practice of identifying potential hazards, assessing their risk, taking corrective action where possible, including and providing control measures such as engineering design, written procedures, and the personal protective equipment for workers in order to eliminate or reduce the risk for exposure in the workplace.

1-1.46 **SCHEDULE OF VALUES.** The breakdown of the Contract Price that will serve as the basis for Contractor's Applications of Payment. Any lump sum bid item included within the Contract Price will be apportioned among values relating to specific

components of the Work covered by said lump sum.

1-1.47 **SHOP DRAWINGS.** Drawings, plans, diagrams, schedules, and other data specifically prepared and submitted to the City by the Contractor, showing in detail: (a) the proposed fabrication and assembly of a special component of the Work; and (b) the Installation (form, fit and attachment details) of a special component of the Work. Shop Drawings shall be deemed to include Working Drawings, Product Data, literature, and applicable performance and test data.

1-1.48 **SPECIFICATIONS.** The technical Specifications for the Work prepared by the Director or an Engineer or Architect describing in detail the nature of the Work, its components, any performance standards, and how the Work is to be constructed.

1-1.49 **SUBCONTRACTOR.** Any individual, firm, partnership, limited liability company, corporation, joint venture, or combination thereof, other than employees of the Contractor, engaged by the Contractor to furnish services, labor, equipment and materials for a portion of the Work.

1-1.50 **SUBMITTALS.** Those documents required to be submitted by the Contractor for review by the City in accordance with the Contract Documents.

1-1.51 **SUPPLEMENTAL CONDITIONS.** The Supplemental Conditions are specific clauses modifying or supplementing these General Conditions.

1-1.52 **SUPPLIER.** Any individual, firm, partnership, limited liability company, corporation, joint venture, or combination thereof, other than employees of the Contractor, that supplies a tangible product as a portion of the Work, with services usually limited to delivery and/or required testing, and with manufacturing, fabrication, or production facilities located off the Work Site.

1-1.53 **WORK.** The furnishing of all labor, and the furnishing and Installing of all materials, articles, supplies and equipment as specified, designated, or required by the Contract Documents.

1-1.54 **WORK SITE.** All or portion of the Premises that the Work is limited to as shown on the Contract Drawings or designated by the Director. Public streets are not included unless Work is being done within the street right-of-way.

1-1.55 **WORKING DRAWINGS.** Original drawings prepared by the Contractor and/or its Subcontractors or Suppliers, of any tier, illustrating Work required for construction that will not become an integral part of the completed Work. This includes, but is not limited to, drawings for temporary structures such as decking, bulkheads, excavation supports, utility support, groundwater control, forming, falsework, access roads, staging areas, staging plans, and diversion plans. A Working Drawing is one type of a Shop Drawing.

SECTION 2

CONTROL AND SCOPE OF THE WORK

2-1.01 **AUTHORITY OF DIRECTOR.** The Contract shall be performed in a manner satisfactory to the Director who shall decide all questions which may arise as to the quality or acceptability of materials furnished and Work performed and as to the manner of performance and rate of progress of the Work; all questions which may arise as to the interpretation of the Contract Documents; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The Director shall have authority to enforce and make effective such decisions and orders in the event the Contractor fails to promptly carry out the same.

2-1.02 **INTENT OF CONTRACT DOCUMENTS.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to describe the details for the construction and completion of the Work. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice shall be followed and that only materials and workmanship of the best quality are to be used. Any Work, materials, or equipment that are customarily provided, or that are reasonably inferable from the Contract Documents as being required to produce the intended result, shall be supplied, whether or not specifically called for. When words, which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a

satisfactory and workmanlike manner.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect on the first published date of the Notice to Contractors, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of City or Contractor, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to City, or City's designated representative, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to other provisions of the Contract Documents.

The Contract Documents are divided into parts, divisions, sections and articles for convenience, organization and reference. Generally, there has been no attempt to divide the Specifications sections into work performed by the various building trades, work by separate Subcontractors, or work required for separate facilities in the project.

2-1.03 **EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS.** The Contractor shall thoroughly examine and become familiar with all of the various parts of the Contract Documents and shall determine the nature and location of the Work, the general and local conditions (including applicable laws) and all other matters which can in any way affect the cost, progress or performance of the Work under this Agreement. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of the Agreement. No oral agreement or conversation with any officer, or employee

of the City, or with the City's designated representative either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Contract Documents.

2-1.04 **CONTRACT DRAWINGS.** The Contract Drawings consist of general drawings and show such plans, elevations, sections, details and schedules as are necessary to give a graphic and pictorial description of the contemplated construction. All authorized alterations affecting the requirements and information given on the Contract Drawings shall be in writing.

2-1.05 **COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS.** All Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete Work.

In the event of inconsistencies between requirements contained in different components of the Contract Documents, the precedence of the Contract Documents shall be as follows to resolve conflicts:

1. Change Orders
2. The Contract (including Addenda)
3. The Supplemental Conditions
4. Specifications
5. Contract Drawings
6. The General Conditions

Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall submit a

Request for Information ("RFI") to the Director for such further explanations as may be necessary and shall conform to the written explanation given as if part of the Contract Documents. The decisions of the Director shall be final.

Contractor shall anticipate that it will be necessary to prepare and submit RFIs regarding the Contract Documents. The City will respond to each RFI by no later than fourteen (14) Days after receipt of the RFI, unless the RFI is of significant complexity. Furthermore, in the event that there are numerous RFIs pending, Contractor shall cooperate with the City in establishing a priority for responding to the RFIs, and potentially some RFIs may be responded to beyond the fourteen (14) Day period.

Each RFI prepared by Contractor shall be full and complete. Contractor shall prepare RFIs so as to not cause any delay to the progress of the Work and to not cause any impact to Contractor's labor productivity in the field. Contractor shall not assert any Claims for delay or interference against the City if Contractor fails to timely submit any RFI to the City, after consideration of the response period allowed for by the City.

The response to an RFI shall not, by itself, constitute a writing that authorizes Contractor to perform any Work that causes an adjustment to either the Contract Price or the Contract Time. If Contractor believes that any response to any RFI should constitute a compensable change, Contractor shall provide a Notice of Potential Claim as provided in Section 7-1.03, below.

Contractor's failure to provide the required written notice shall constitute a waiver of the Contractor's right to seek a compensable change based on the RFI response.

The Contractor shall examine all Contract Documents; shall verify all figures in the Contract Documents before laying out the Work; shall promptly notify the City of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such non-

conformities are discovered, shall obtain specific instructions in writing from the City before proceeding with the Work. Contractor's performance of any Work affected by such non-conformities prior to the City's decision shall be at the Contractor's risk. Any Work that is customarily provided or that is reasonably inferable shall not relieve the Contractor from performing such work at no additional expense and/or delay, and such Work shall be performed as if fully set forth in the Contract Documents.

2-1.06 **INDEPENDENT CONTRACTOR STATUS.** The Contractor shall independently perform all Work required by the Contract Documents and shall not be considered as an agent or employee of the City, nor shall the Contractor's Subcontractors or employees be considered as subagents of the City.

The Contractor and Contractor's Subcontractors shall be licensed in accordance with the laws of the State of California and as more particularly described in the bidding documents or elsewhere in the Contract Documents.

2-1.07 **ORDER OF WORK.** When required by the Contract Documents, the Contractor shall follow the sequence of operations set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be allowed therefor.

2-1.08 **SUBMITTALS.** It shall be the Contractor's responsibility to timely submit, so as to cause no delay in the Work, all Shop Drawings, descriptive data, manuals, instructions, affidavits, samples for the various trades as required by the Supplemental Conditions and Specifications, and offers of alternatives, if any. Such Submittals shall be checked and coordinated by the Contractor with the Work of other trades involved before they are submitted to the Director for examination.

The Contractor shall deliver at least one (1) electronic copy of the Submittals to the Director, and one (1) hard copy if requested. Work requiring the submittal of working drawings, descriptive data or samples shall not begin prior to approval of said Submittal by the Director.

The time allowed for review of each Submittal will be as indicated in the Supplemental Conditions. Review time will start upon receipt of the Submittal by the Director and will end upon the Director's mailing of the Submittals to the Contractor. Defective, incomplete or partial Submittals will be returned to the Contractor unreviewed.

Submittals shall be made by a letter of transmittal that shall contain a list of all matter submitted and identification of all variations from the Contract Documents contained in the Submittal. The letter and all items accompanying the same shall be fully identified as to project name and location, Contractor's name, district, county, and Contract number, with ample cross-references to the Contract Documents, to facilitate identification of items and their location in the Work.

All Shop Drawings and supporting data, catalogs, schedules, shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness. These Submittals may be prepared by the Contractor, Subcontractors, or Suppliers, but the Contractor shall ascertain that Submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of Installation. The Contractor shall check all Submittals before submitting them to the Director.

2-1.08A **SHOP DRAWINGS.** The Contractor shall submit an electronic copy (searchable PDF) of all Shop Drawings required by the Supplemental Conditions or Specifications, and one (1) hard copy, if requested by the Director. Shop Drawings shall also be provided separately in AutoCAD format using the latest version of AutoCAD. An electronic

copy will be returned to the Contractor either approved for use, as demonstrated by a stamp, or returned for correction and resubmittal. Materials, colors and/or samples will not be returned to the Contractor. Shop Drawings include any drawing, which requires execution by a draftsman as distinguished from printed matter. The size of Shop Drawings shall not exceed twenty-four inches (24") by thirty-six inches (36").

2-1.08B **DESCRIPTIVE DATA.** The Contractor shall submit an electronic copy (searchable PDF) of each set of manufacturer's brochures or other data required by the Supplemental Conditions or Specifications, and one (1) hard copy, if requested by the Director. The City will examine such Submittals and return either an electronic copy or a hard copy approved for use or returned for correction and resubmittal.

2-1.08C **SAMPLES.** The Contractor shall submit samples of articles, materials or equipment as required by the Supplemental Conditions or Specifications. The Work shall be in accordance with the approved samples. Samples shall be removed from City property when directed or may be incorporated in the Work if approved by the Director. Samples not removed by the Contractor will become the property of the City or, at the City's option, will be removed or disposed of by the City at the Contractor's expense.

2-1.08D MANUALS, INSTRUCTIONS AND AFFIDAVIT.

A. Manuals and Instructions. Where operation and maintenance manuals are required by the Supplemental Conditions, the Contractor shall submit two (2) sets of manuals, suitably bound, along with two (2) electronic copies in an approved format, to the Director within forty-five (45) Days after favorable review of the equipment or facilities. If operation and maintenance manuals are approved to be provided in PDF format, text shall be provided in searchable PDF format, making proper use of PDF for headings and heading levels,

paragraphs, tables, and lists. Submitted operation and maintenance manuals shall be a collected, organized, and indexed set of bookmarked PDF documents comprising each operation and maintenance manual that corresponds to a hardcopy binder. All manuals shall be marked to indicate the specific equipment furnished for this project and shall include at a minimum:

1. Equipment summary form
2. Cover/Title page
3. Table of contents
4. Operating procedures including start-up, shutdown, normal operation, all operating modes, emergency shutdown, and safety precautions
5. Lubrication instructions (if required)
6. Preventative maintenance procedures
7. Troubleshooting and corrective maintenance procedures
8. Reinstallation instructions
9. Overhaul instructions (if applicable)
10. Parts identification list with exploded view and associated cross references
11. Recommended spare parts list
12. Operator safety requirements
13. Electrical and control system wiring drawings, including panel wiring control (ladder) diagrams, logic diagrams, loop diagrams, and interconnection diagrams
14. Panel layout and assembly drawings

15. Mechanical drawings

16. Printouts of all software programs and configuration files

17. Factory and field test procedures and results

Operation and maintenance manuals for complex equipment shall also include:

18. Alternate specified operating modes

19. Emergency shutdown instructions

20. Normal shutdown instructions

21. Long term shutdown instructions

Operation and maintenance manuals for systems comprised of separate pieces of equipment shall include a system explanation of items 4, 7, 18, 19, 20, and 21 as well as the instructions for the separate pieces of equipment.

B. Affidavits. Where required in the Supplemental Conditions or Specifications, manufacturers of equipment shall provide field service as a part of this project. Equipment shall not be considered ready for full time operation until after the authorized factory-trained and qualified manufacturer's representative for the specific equipment has checked and adjusted the equipment and certified by written affidavit that the equipment has been properly Installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. Acceptable affidavits shall be submitted prior to completion of the Work. Affidavits shall contain the following specific wording:

"The (Name of Equipment) has been properly installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. The installation has been inspected and has been found to be in conformance with our (the manufacturer's) standards and requirements."

No amplification, dilution, or modification of this specific wording will be permitted.

2-1.08E **ALTERNATIVES.** For convenience in designation in the Contract Documents, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as "designated by brand name." Except in those instances where the product is designated to match others in use in a particular improvement, either completed or in the course of completion, an alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the following requirements:

A. The Contractor shall submit its proposal for an alternative in writing. Such request shall be made in ample time to permit review and approval without delaying the Work. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price based on any Contractor-proposed substitution.

B. No such proposal will be considered unless accompanied by complete information and descriptive data, necessary to determine the equality of the offered materials. The Contractor shall satisfy the Director as to the comparative quality, suitability, or performance of the offered material, articles, or equipment. In the event that the Director rejects the use of such alternative materials, articles, or equipment, then one of the particular products designated by brand name shall be furnished.

C. The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and it shall furnish all information necessary as required by the Director. The Director shall be the sole judge as to the quality and suitability of alternative articles or materials and such decisions shall be final. Where use of an alternative material involves redesign of, or changes to, other parts of the Work, the cost and time required to effect

such redesign or changes will be considered in evaluating the suitability of the alternative material. Cost of redesign by the City will be borne by the Contractor.

D. Whenever classification, rating or other certification by a body such as Underwriters Laboratories (UL) or the National Electrical Manufacturers Association (NEMA) is a part of the specification for any material, Contractor's request for use of alternative articles or materials shall be accompanied by reports from the listed or equivalent independent testing Laboratory indicating compliance with the Contract Documents. The cost of all testing required to prove equality of the material proposed shall be borne by the Contractor. Approval of an alternative shall be only for the characteristics or use named in such approval, and shall not be used to change or modify any requirement of the Contract Documents.

E. At its election, the City reserves the right to consider any Contractor proposed substitution as a Cost Reduction Proposal under Section 3-1.07 of these General Conditions in the event that there is a significant savings resulting from the substitution.

The Director will examine, with reasonable promptness, such Submittals, and return of Submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents, nor shall it relieve the Contractor from responsibility for errors in the Submittals. A failure by the Contractor to identify in its letter of transmittal material deviations from the Contract Documents shall void the Submittal and any action taken thereon by the Director. When specifically requested by the Director, the Contractor shall resubmit such Shop Drawings, descriptive data and samples as may be required.

If any mechanical, electrical, structural, or other changes are required for the proper Installation and fit of alternative materials, articles, or equipment, or because of deviations from the Contract, such changes shall not be made without the approval of the Director and shall be

made without additional cost to the City.

2-1.09 **DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE.** Unless otherwise stated elsewhere in the Contract Documents, the Contractor shall, at its own cost and expense, make its own arrangements for disposing of materials outside the Work Site.

Except when material is to be disposed of at a landfill or recycling center, when any material is to be disposed of outside the Work Site, the Contractor shall first obtain written permission from the City to dispose of the material at the intended location. The City's approval will be contingent upon the Contractor obtaining a written permit from the property owner on whose property the disposal is to be made. Prior to the disposal of any material at the intended location, the Contractor shall submit such permit or a certified copy thereof to the City, together with a written release from the property owner absolving the City from any and all responsibility related to the disposal of material on said property.

Disposal of Hazardous Materials must be done in accordance with all laws and regulations. Copies of all required regulatory documentation including copies of final manifests shall be supplied to the City.

2-1.10 **ACCESS TO THE WORK.** The Contractor shall satisfy itself that the jurisdictions through which its operations and haul routes pass will permit such operations with respect to the type of vehicle, laden weights, frequency and dimensions of loads, hours of operation and required traffic control. All necessary permits, licenses or bonds shall be obtained and paid for by the Contractor.

2-1.11 **TEMPORARY UTILITIES.** The Contractor shall make its own arrangements with utility companies for any temporary services it may require in performance of the Work and shall pay all costs of these services directly to these utility organizations.

2-1.12 **UTILITY FACILITIES.** The Contractor shall protect from damage those utility facilities that are to remain in place, be Installed, relocated or otherwise arranged.

The Contractor's attention is directed to the possible existence of facilities not shown, and of facilities in a location different from that, which is indicated. The Contractor shall take steps to ascertain the exact location of all facilities prior to doing any Work, which may damage such facilities or interfere with their service. Where the location of a facility is indicated or inferred from the presence of visible facilities such as buildings, meters, and junction boxes, the Contractor shall make such excavations and explorations as are necessary to ascertain the correct location. Unless provided for elsewhere in the Contract Documents, the cost of such excavations and explorations will be considered as a part of the cost of other items of Work and no additional payment will be made. Such excavations and exploratory Work shall not entitle the Contractor to an extension of time.

If the Contractor discovers underground facilities not indicated or inferred from the Contract Documents, the Contractor shall immediately give the Director written notification of the existence of those facilities. The Contractor shall determine the exact location of the underground facilities and the cost of the work will be paid for in accordance with the Contract Documents. The underground facilities shall be protected from damage as directed by the Director and the cost of that work will be paid for as extra work. The Contractor shall, if directed by the Director, repair any damage, which may occur to the underground facilities. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the City that the rearrangement of an underground facility, the

existence of which is not shown on the Contract Drawings, is essential in order to accommodate the Work, the City will provide for the rearrangement of such facility by other forces or, when so ordered by Change Order, such rearrangement shall be performed by the Contractor and will be paid for as provided under a Change Order.

The Contractor shall be responsible for the maintenance of all utility facilities placed by the Contractor in temporary locations, and all utilities within the construction area not required to be relocated but which are required to be shored or supported during the construction period.

The cost of such maintenance shall be borne by the Contractor, and no other compensation shall be due the Contractor for this Work.

The cost of providing and maintaining all necessary or required temporary structures, of making any necessary repairs, replacements, or similar operations, or furnishing indemnity or other bonds, if required, and all costs required by this Section shall be paid by the Contractor and shall be included in the prices bid in the schedule for other items of work.

2-1.13 **PRESERVATION AND CLEANING.** The Contractor shall clean up the Work at frequent intervals and at other times when directed by the Director. While finish Work is being accomplished, floors, Work areas and finished areas shall be kept clean, free of dust, construction debris and trash. Upon completion of the Work, the Contractor shall remove from the Premises its construction equipment and any waste materials not previously disposed of, leaving the Premises thoroughly clean and ready for final inspection.

2-1.14 **LIMITATIONS ON WORK SITE AND PREMISES.** The Contractor shall limit its construction operations to the Work Site unless otherwise shown on the Contract Drawings or specified. The Contractor shall perform no operation of any nature over or on the Premises except such operations as are authorized by the Contract Documents or as authorized

by the Director.

2-1.15 **DUST CONTROL.** During the performance of all Work under this Contract, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent the operations from producing dust damage and nuisance to persons and property. Any claims resulting from dust damage or nuisance shall be borne solely by the Contractor. The Contractor shall comply with all applicable Air Quality Act requirements.

2-1.16 **SANITATION.** The Contractor shall provide sanitary facilities for all persons working on the Work.

2-1.17 **NIGHT WORK AND NORMAL WORKING HOURS.** Normal working hours at the construction site shall be between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Legal holidays are excluded. Certain utility connections and street operations are anticipated to require night Work by the Contractor during low usage periods. The Contractor may also be required to prosecute the Work at night if, at any time, the Director shall deem it necessary for the progress of the Work, or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the Director. The Contractor will also be permitted to Work at night if Contractor satisfies the Director of the need therefor, in order to maintain the required progress or protect the Work from the elements.

Certain activities are required to be performed at night for nominal progress of the Work and/or are specified to be performed at night by other portions of the Supplemental Conditions. When required, ordered, or permitted to Work at night, the Contractor shall provide sufficient and satisfactory lighting and other facilities therefor. The Contractor shall receive no extra

payment for night Work, if specified or if required to be performed during the normal progress of the Work, but compensation shall be considered as having been included in the price stipulated for the Work.

If Contractor performs work during weekends, holidays or any non-normal work hours, Contractor shall pay for required City Inspectors.

2-1.18 **LINES AND GRADES.** Unless otherwise provided in the Supplemental Conditions, the Contractor shall lay out all Work, including structures and pipelines, and shall be responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Director's decision will be final.

As part of the bid price for the construction of the improvements, the Contractor shall provide and be responsible for the layout of all Work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Contract Drawings and as required for the proper operation and function. The Contractor shall stake its Work area limits. Contractor shall perform all construction staking using a land surveyor licensed in the State of California. Contractor shall provide a staking plan prior to commencement of Work for the City's review and maintain monuments, stakes, and marks, and shall update the plan as necessary. Director, or Director's designated representative, may verify the field condition. Errors or inconsistencies in the Contract Documents discovered by the Contractor shall be reported to the Director within twenty-four (24) hours and prior to constructive forms or related improvements. Any work Installed with this requirement shall be subject to removal and replacement at the Contractor's expense.

The Contractor's lay-out shall be based on existing structures, property lines, survey

control, and bench marks established by the City. All structures and pipeline connections shall be Installed based on actual elevation of existing structures to which connections are made.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Director in checking location and grades of the Work as set by the Contractor if the Director desires to perform this checking. This shall include moving materials and equipment located between monuments and the construction Work.

2-1.19 **ARCHEOLOGICAL DISCOVERIES.** Upon discovery of prehistoric or historic artifacts, or other indicators or examples of cultural resources discovered during the course of site preparation, grading, excavation, construction or other development activities, all operations within fifty feet (50') of the find shall cease until such time as the City provides the services of a qualified archeologist to evaluate the finds and recommend appropriate action.

Prehistoric materials can include flaked stone tools (e.g., projectile points, knives and choppers) or tool making debris of obsidian, chert, quartzite and other materials, culturally darkened soil (i.e., midden, which often contains heat affected rock, ash and charcoal, shellfish remains, and cultural materials), and stone milling equipment such as mortars, pestles and hand stones. Historic material may include wood, stone, concrete or adobe footings, walls and other structural remains; debris filled wells or privies; and deposits of wood, metal, glass, ceramics and other refuse.

2-1.20 **PRESERVATION OF MONUMENTS.** Any monuments or bench marks disturbed by construction operations shall be repaired per the City's standard and promptly re-established by a registered land surveyor or civil engineer. A plat for each monument shall be furnished to the Director after the plat has been recorded with the Placer County Recorder's Office at no additional cost to the City. The recorded plat shall serve as a

record of the re-establishment of said existing survey points.

2-1.21 **CONFORMITY WITH CONTRACT DOCUMENTS.** Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, required by the Contract Documents. Although measurement, sampling and testing may be considered evidence as to such conformity, the City shall be the sole judge as to whether the Work or materials deviate from the Contract Documents. At its option, the City may elect to accept deviations from the Contract Documents with appropriate backcharge Assessments against the Contractor, and, if such an election is made, the City will provide written notice to the Contractor of such acceptance.

2-1.22 **FINAL CLEANUP.** Prior to final Acceptance of the Work, the Contractor shall thoroughly clean the Premises, remove all temporary structures built by or for the Contractor, and remove all equipment and surplus construction material and debris from the area. The entire project, before Acceptance by the City, shall be left in a neat and clean condition. All Work areas and temporary construction areas shall be returned to essentially the same conditions existing before the commencing of project construction.

2-1.23 **AS-BUILT DOCUMENTS AND DRAWINGS.** The Contractor shall maintain one set of the full size prints furnished by the City and mark thereon in color any deviations from plan dimensions, elevations, or orientations. Also, the Contractor shall locate on said prints, all underground facilities, such as piping, conduits and tanks by accurate field measurement from structure walls, corners, etc. The Contractor shall submit the prints and an electronic CD (searchable PDF or source file format such as AutoCAD) in good condition to the Director upon completion of the job as a condition of Acceptance of the project. Marked prints shall be updated at least once each week and shall be available to the Director for review as to

currency prior to developing partial payment estimates. After the completion of testing, but prior to Acceptance, the Contractor shall submit As-Built electrical drawings in color and an electronic CD showing all components and their wiring, and as specified in the Supplemental Conditions.

2-1.24 **SUPERINTENDENCE.** The Contractor shall supervise and direct the Work, which shall be performed in accordance with the requirements of the Contract Documents. The Contractor shall be solely responsible for implementation of all construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Agreement. The Contractor shall be solely responsible for the safety of its employees, Subcontractors of any tier, Suppliers, visitors to the Contractor, and other third parties associated with the Contractor.

The Contractor shall designate in writing before starting Work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of two (2) or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing before starting Work, the name of one authorized representative who shall have the authority to represent and act for the Contractor. Instances of misconduct, contract non-compliance, unsatisfactory performance, or incompetence by these personnel shall be grounds for the City to direct Contractor to dismiss them from the Project. Contractor shall immediately comply with the City's request for dismissal, at no cost to the City, and shall designate a replacement, which shall be subject to approval by the City.

Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods when Work is suspended, arrangements acceptable to the Director shall be made for any

Emergency Work that may be required.

Whenever the Contractor or its authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Director, which shall be received and obeyed by the superintendent or foremen who may have charge of the particular Work in reference to which the orders are given.

Any order given by the Director, not otherwise required by the Supplemental Conditions to be in writing, will on request of the Contractor, be given or confirmed by the Director in writing.

2-1.25 **CHARACTER OF WORKER.** If any Subcontractor or person employed by the Contractor shall appear to the Director to be incompetent or to act in a disorderly or improper manner, he or she shall be removed immediately on the requisition of the Director, and such person shall not again be employed on the Work.

2-1.26 **INSPECTION.** The Contractor shall at all times permit the Director to inspect the Work or any part thereof. The Contractor shall maintain proper facilities and provide safe access for such inspection by the Director to all parts of the Work, and to the shops where the Work is in preparation. Work shall not be covered up until authorized by the Director and the Contractor shall be solely responsible for notifying the Director where and when such Work is in readiness for inspection and testing. Should any such Work be covered without authorization, it shall, if so ordered, be uncovered at the Contractor's expense.

Unless otherwise designated as normal working hours, whenever the Contractor intends to perform Work on Saturday, Sunday, or a Legal Holiday, the Contractor shall give notice to the Director of such intention forty-eight (48) hours prior to performing such Work, or such longer period as may be specified so that the Director may make necessary arrangements.

The observation and/or approval of the workmanship or materials by the City shall not relieve the Contractor of any obligations to fulfill the requirements of the Contract Documents. Workmanship and materials not meeting such requirements shall be corrected and unsuitable Work or material may be rejected, notwithstanding that such Work or materials have been previously observed and/or approved by the City, or payment therefor has been included in a progress estimate.

The City may order re-examination of questioned Work at any time before final Acceptance. If so ordered, the Contractor shall uncover the Work. If such work is found to be in accordance with the Contract Documents, the City will pay for the cost of uncovering, removing, recovering and replacing the parts removed; but if such Work so exposed or examined is not in accordance with the Contract Documents, the uncovering, removal, recovering and replacement shall be at the Contractor's expense. Work that has been covered prior to observation by the City does not qualify as re-examined work; the City may order such work uncovered for observation without payment of any costs.

2-1.27 **REMOVAL OF REJECTED AND UNAUTHORIZED WORK.** All Work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Director and no compensation will be allowed the Contractor for such removal, replacement, or remedial Work.

Any Work done beyond the lines shown on the Contract Drawings or established by the Director, or any Work done without written authority will be considered as unauthorized Work and will not be paid for. Upon order of the Director, unauthorized Work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Director made

under this section, the Director may cause rejected or unauthorized Work to be remedied, removed, or replaced, and the costs thereof will be deducted from any moneys due or to become due the Contractor.

SECTION 3

CHANGES IN THE WORK

3-1.01 **CHANGES.** The Director, without invalidating this Agreement and without notice to Contractor's surety, may order changes in the Work, consisting of additions or deletions, or other revisions. The Contract Price and the Contract Time shall be adjusted accordingly. All such changes in the Work, including in the Contract Price and the Contract Time, shall be authorized only by Contract Change Order, signed by the Director.

If Contractor claims that performance of any work entitles it to additional compensation or to an extension of time for performance of the Work, Contractor shall provide written notice to the City of any such claim prior to undertaking such work. Contractor shall provide written notice of any anticipated impacts to the Contract Price or Contract Time within three (3) Days of discovering such impact, by submitting a Notice of Potential Claim described in Section 7-1.03 below, or notice of delay as described in Section 6-1.09 below. If the Director refuses to issue a Change Order for such work, Contractor shall perform that work if directed or obligated to do so and shall submit a complete and specific Claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed, as described in Section 7-1.03 below. Failure to provide written notice of claims prior to undertaking such work, failure to provide a timely Notice of Potential Claim, or failure to submit timely a complete and specific Claim for additional compensation and/or extension of the time for performance, shall be deemed a waiver and abandonment of any such Claim. No Claim, dispute or controversy shall interfere with the progress or performance of the Work and the Contractor shall proceed with the Work as directed by the Director. Failure to so proceed shall amount to a default under this Agreement.

3-1.02 **PROPOSED CHANGE ORDERS.** The Contractor will be notified in writing of a proposed Change Order describing the intended change. Within fifteen (15) Days after receipt of a written request, the Contractor shall submit its proposed price to be added or deducted from the Contract Price due to the change and its estimate of the extent of the adjustment in the Contract Time, if any. The Contractor's proposed price to be added to or deducted from the Contract Price shall be supported by a detailed estimate of cost prepared by the Contractor, vendor or Supplier. The Contractor's proposed price submittal shall be accompanied by a statement of the time necessary for the changed Work, together with a description of how this time will be incorporated into the current Construction Schedule. The Contractor shall upon request by the Director permit inspection of its original Contract estimate, subcontract agreements or purchase orders relating to the change.

If agreement is reached on the adjustment in compensation as provided in Section 3-1.05, "Contract Price Adjustment," of these General Conditions, the Contractor shall proceed with the Work as changed at the agreed price.

If the Contractor and the Director fail to agree as to the adjustment in compensation for the performance of the changed Work, the Contractor, upon written order from the Director, shall proceed immediately with the changed Work and the Contract Price shall be adjusted in accordance with Section 3-1.06, "Force Account Payment," of these General Conditions.

If the Contractor fails to submit its cost estimate within such fifteen (15) Day period, the Contractor shall commence the Work as changed immediately upon receipt of written order of the Director, and the Contract Price will be adjusted in accordance with the Director's cost estimate for the changed Work.

3-1.03 **EMERGENCY AND INDETERMINATE TYPE CHANGE**

ORDERS. Changes in the Work made necessary by an Emergency, as determined by the Director, or changes of a kind where the extent of the Work cannot be determined until completed, may be authorized by the Director in writing. The Change Order shall state that it is issued pursuant to this Section 3-1.03. Upon receipt of an authorized Change Order or other written order of the Director, the Contractor shall proceed with the ordered Work and the Director will maintain a daily job record containing a detailed summary of all labor, materials and equipment required for the changed Work.

Within fifteen (15) Days after receiving a written request, the Contractor shall submit a detailed estimate of cost for the change and any requested change in Contract Time in the same manner as required for proposed Change Orders in Section 3-1.02 of these General Conditions.

3-1.04 **EXECUTED CHANGE ORDER.** A Contract Change Order signed by both the Director and the Contractor is an "executed Contract Change Order." By signing the Contract Change Order, the Contractor agrees that the specified compensation constitutes full compensation for the changed Work, including payment for interruption, disruption, acceleration, extended Overhead, delay or any other "impact" claim or "ripple effect" claim. The Contractor specifically understands and agrees that its execution of the Contract Change Order shall constitute a waiver of any right for the Contractor to claim any additional compensation with respect to the subject matter of the Contract Change Order.

3-1.05 **CONTRACT PRICE ADJUSTMENT.** If a Contract Change Order provides for an adjustment to the Contract Price, the amount of such adjustment shall be determined by one of the following methods, or a combination thereof, as determined by the City and in its sole discretion:

A. Lump sum. The Contractor and the City may agree on a lump sum

amount for the Change Order. At the City's request, the Contractor will provide pricing for the work. Maximum markups for Contract Change Orders paid for using lump sum pricing shall be paid for in the same manner and in the same amounts as markups for Force Account work, as described in Section 3-1.06 below.

B. Unit Prices. The unit prices set forth in the Contractor's Schedule of Bid Prices will be utilized where they are applicable and acceptable to the City. The Contractor's unit prices shall remain firm and shall not be subject to adjustment unless and until the actual quantity of work is increased or decreased by Contract Change Order in an amount greater than twenty-five percent (25%) from the estimated quantity indicated for such item. No markups will be given for Contract Change Orders paid for using unit prices.

Unit prices for new items included in the Contract Change Order but not included in the original bid shall be as mutually agreed upon or, in the absence of agreement, as determined by the City in the same manner as if the work were to be paid for on a Force Account basis, as described in Section 3-1.06 below.

C. Force Account. Where the City and the Contractor are unable to agree on lump sum pricing and if the City does not elect to utilize the unit prices in Contractor's bid, or such unit prices are not applicable, the changed work will be performed and tracked by the Contractor as Force Account work, as described in Section 3-1.06 below. The City will pay for such work, including markups, properly attributable to the change in accordance with those Force Account provisions.

D. Eliminated Items. The City reserves the right to delete any bid item of Work in its entirety. The City makes no representation that any work under a bid item of Work will be performed, and all work may be subject to a Contract Change Order that deletes

such work. Bid items are distinct and severable from the other bid items, and the Contractor shall not be entitled to any anticipated profit, unabsorbed Overhead, or other indirect expense attributable to the deleted item, except as provided immediately below with regard to Force Account mark- ups on the direct and verifiable costs incurred prior to the City's order that deletes the work.

Should any bid item of Work be eliminated in its entirety and not accounted for as described immediately above and, in the absence of an executed Contract Change Order covering such elimination, payment will be made to the Contractor for actual direct and verifiable costs incurred in connection with such eliminated bid item if incurred prior to the date of notification in writing by the City of such elimination. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the City, and if orders for such material cannot be canceled, it will be paid for at the actual direct and verifiable cost to the Contractor. Actual direct costs shall include documented vendor shipping fees, Supplier restocking fees, if applicable, and Contractor handling costs directly related to the eliminated item(s). In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for by the City. If the material is returnable to the vendor and if the City so directs, the material shall be returned and the Contractor will be paid for the actual direct cost of charges made by the vendor for returning the material. The actual direct cost of handling returned materials will also be paid for by the City. The actual direct and verifiable costs to be paid by the City as provided herein will be computed in the same manner as if the work were to be paid for on a Force Account basis, including the application of Force Account mark-ups to said costs.

3-1.06 **FORCE ACCOUNT PAYMENT.** When Work performed pursuant to a

Change Order is to be paid for on a Force Account basis, the Contractor's labor, materials and equipment used in the performance of such Work shall be subject to the approval of the City, and the compensation will be determined as set forth below in this section.

3-1.06A **LABOR.** The Contractor will be paid an amount based on the actual cost for the workers (including foremen when authorized by the Director) used in the actual and direct performance of the Work. All labor costs associated with Overhead, whether field or home office, are specifically excluded herein, as those labor costs are covered by the below mark-ups. The cost of labor, whether the employer is the Contractor, Subcontractor or other forces, shall include employer payments; assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code; and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the Work is performed, nor will the use of a labor classification, which would increase the cost, be permitted unless the Contractor establishes to the complete satisfaction of the Director the necessity for payment at a higher rate.

3-1.06B **MATERIALS.** Only materials furnished by the Contractor and necessarily used in the performance of the Work will be paid for. Such cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the City. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier plus the actual costs, if any, incurred in the

handling of such materials. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on Bid items or the current wholesale price for such materials delivered to the job site, less any discounts as provided herein, whichever is lower. If, in the opinion of the Director, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to it from the actual supplier within sixty (60) Days after the date of delivery of the materials or within fifteen (15) Days after Acceptance of the Agreement, whichever occurs first, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required, less any discounts provided herein. The Department reserves the right to furnish such materials required by the Change Order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the Department.

3-1.06C **EQUIPMENT.** The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Director in the performance of the changed Work. No payment will be made for time while equipment is inoperative due to breakdowns or on Days when no Work is performed. In addition, the rental time shall include the time required to move the equipment to the Work from the nearest available source of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed Work during the time between move in and move out. Individual pieces of equipment having a replacement value of One Thousand Dollars ($1000) or less shall be considered to be tools or small equipment, and no payment will be made therefore. For equipment owned,

furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the equipment rental rates published by Caltrans at the following website address: http://www.dot.ca.gov/hq/construc/equipmnt.html. Equipment located at a Work Site and utilized on non-Force Account work shall not eligible for standby payment, and shall be charged on a Force Account basis only when solely performing pre-approved Force Account work tasks.

3-1.06D **MARKUPS.** When a Change Order increases the cost of the Work, the Contractor may add the following maximum markups to its actual costs of labor, materials, or equipment rental:

15 percent for labor;

10 percent for materials; and

5 percent for equipment rental.

The above markups include full compensation, covering the costs of all supervision, bonds, profit, Overhead, and other general expenses not specifically designated as a direct cost in Sections 3-1.06A through 3-1.06C above. The total payment (i.e., direct cost plus applicable markups) shall be deemed to be the actual cost of such work and shall constitute full compensation therefor. The Contractor specifically understands and agrees that such payment shall include any Contractor costs for interruption, disruption, and acceleration, extended Overhead, Change Order management, delay or other "impact" claim or "ripple effect" claim.

When work paid for on a Force Account basis is performed by forces other than the Contractor's own forces, the maximum allowable mark-ups for the Subcontractors' costs shall be fifteen percent (15%) for the cost of labor, ten percent (10%) for the cost of materials, and five percent (5%) for the cost of rented equipment. In these situations where the work is being performed by Subcontractors, the Contractor will only be entitled to an additional five percent

(5%) mark-up and will not be entitled to receive the additional mark-ups specified in this section.

When a Change Order decreases the cost of the Work, the reduction in cost shall include a five percent (5%) markup on the estimated cost for furnishing the labor, materials and equipment, which would have been used on such Work, had the Change Order not been issued.

When a Change Order involves both added Work and deleted Work, the markup or markups to be used shall be as follows:

The actual costs of labor, materials, and equipment rental for added and deleted Work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in an increased cost, a markup of fifteen percent (15%) shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of ten percent (10%) and five percent (5%) respectively, shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of five percent (5%) shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

Contractor shall not add mark-ups on work performed and billed by City staff nor add mark-ups to successive iterations of proposed Change Order cost proposals returned to Contractor by the City due to incomplete or inaccurate information being originally submitted by the Contractor. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

3-1.06E **RECORDS.** The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a Force Account basis and the costs of other operations.

From the above records, the Contractor shall furnish the City completed daily extra work reports, on forms acceptable to the City, for each Day's extra work to be paid for on a Force Account basis. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor, or other forces. The daily extra work reports shall provide names and identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment, and hours operated. Daily extra work and Force Account reports (actual or claimed) shall be signed by both the City's and the Contractor's representatives within twenty-four (24) hours of the performance of the work.

Valid copies of vendor's invoices shall substantiate material charges. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. Should said vendor's invoices not be submitted within sixty(60) Days after the date of delivery of the material or within fifteen (15) Days after the Acceptance of the Agreement, whichever occurs first, the City reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials were available in the quantities, less any discounts.

The City will compare its records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the City.

The Contractor's cost records pertaining to Work paid for on a Force Account basis shall be open to inspection or audit by representatives of the City during the life of the Agreement and for a period of not less than three (3) years after the date of Agreement completion and the

Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the City on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than sixty (60) Days after the date of Acceptance of the Agreement, the Contractor will be given fifteen (15) Days' notice of the time when such audit is to begin.

3-1.07 **COST REDUCTION PROPOSALS.** The City encourages the Contractor to submit Cost Reduction Proposals whenever the Contractor identifies areas and/or instances in which there can be savings to the Work. Contractor may submit to the City, in writing, proposals for modifying the plans, Specifications or other requirements of the Agreement for the sole purpose of reducing the total cost of construction, including the time for completion of the Work. The City may consider such Cost Reduction Proposals and, if accepted, the Agreement will be equitably adjusted. The City has no obligation to consider or accept Cost Reduction Proposals.

SECTION 4

CONTROL OF MATERIALS

4-1.01 **MATERIALS.** The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Supplemental Conditions to be furnished by the City and materials furnished by the City in accordance with Section 3, "Changes in the Work," of these General Conditions.

Unless otherwise specified in the Supplemental Conditions, materials furnished by the Contractor for incorporation into the Work shall be new. When the quality or kind of materials, articles, or equipment is not particularly indicated, then the quality or kind thereof shall be similar to those that are indicated.

Articles or materials to be incorporated in the Work shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work, and to facilitate inspection.

All materials which do not conform to the requirements of the Contract Documents as determined by the Director, will be rejected whether in place or not. Rejected material shall be removed immediately from the site of the Work, unless otherwise permitted by the Director. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work, unless approval in writing has been given by the Director. Upon failure of the Contractor to comply promptly with any order of the Director made under these provisions, the Director shall have the authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

Manufacturer's warranties, guaranties, instruction sheets and parts lists, which are furnished with certain materials incorporated in the Work, shall be delivered to the Director

before Acceptance of the Contract.

Unless otherwise designated in the Supplemental Conditions or Specifications, materials furnished by the City will be delivered to the job site. Materials furnished by the City that are designated in the Supplemental Conditions as available at locations other than the job site shall be hauled to the site of the Work by the Contractor at its expense, including any necessary loading and unloading that may be involved.

The Contractor will be held responsible for all materials furnished to it, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Department for the cost of replacing City-furnished material and such costs may be deducted from any moneys due or to become due the Contractor.

4-1.02 **PRODUCT AND REFERENCE STANDARDS.** When descriptive catalog designations, including manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications in effect on the day the Notice to Contractors for the Work is dated, except as may be otherwise stated.

When standards or test designations of the Federal Government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered as part of the Contract. When such references do not bear a date of issue, the edition in effect on the day the Notice to Contractors for the Work is dated shall be considered as part of the Contract.

4-1.03 **SAMPLING AND TESTING OF MATERIALS.** Unless otherwise specified, all tests shall be performed in accordance with the methods used by the State

Department of Transportation (Caltrans) and shall be made by the Director or his or her designated representative.

The State Department of Transportation has developed test methods for testing the quality of materials and Work. These test methods are identified by a California Test followed by the serial number. Copies of individual tests are available at the State Department of Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.

Whenever a reference is made in the Supplemental Conditions to a California Test by number, it shall mean the California test in effect on the day the Notice to Contractors for the Work is dated.

Whenever the Supplemental Conditions provide an option between two (2) or more test methods, the Director will determine the test method to be used.

Whenever a Supplemental Condition, manual, or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of such reports, identified as to the lot of material, shall be furnished to the Director. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions of this Section 4-1.03 and shall not constitute a waiver of the City's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Director may at his or her discretion, select random samples from the lot for testing. Testing specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced Supplemental Conditions and furnished by the Contractor at its expense. The number of such samples and test specimens shall be entirely at the discretion of the Director.

When requested by the Director, the Contractor shall furnish, without charge, samples of

all material entering into the Work, and no material shall be used prior to approval by the Director, except as provided in Section 4-1.04, "Certificates of Compliance," of these General Conditions.

A. Inspection and Access for Testing. The Contractor shall provide safe access for the Director and his or her inspectors to adequately inspect the quality of Work and conformance with the General and Supplemental Conditions. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

The Contractor shall submit samples or specimens of such materials to be furnished or used in the Work as the Director may require. The Contractor shall furnish the Director all necessary labor and facilities for such things as excavation in the compacted fill to depths required to take samples.

Inspections, tests, or favorable review by the Director or others shall not relieve the Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

Work covered without the favorable review or consent of the Director shall, if required by the Director, be uncovered for examination at the Contractor's expense.

If the Engineer, Architect, or Director considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Director may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of

satisfactory reconstruction. If, however, such Work is not found to be defective and the Work was not covered without favorable review of the Director, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to cover its costs directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

Whenever the Contractor varies the period during which Work is carried on each Day, the Contractor shall give due notice to the Director so that proper inspection may be provided. Any Work done in the absence of the Director may be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Director and other agents of the City. Authorized representatives and agents of the Director shall be permitted access to inspect all Work and materials wherever it is required for preparation of progress reports, and the Contractor shall provide proper facilities for such access and inspection.

It is the Contractor's responsibility to supervise the Work and complete the project in accordance with the Contract Documents. In the course of managing that effort, the Contractor shall generate its own punch lists as deemed necessary. The Director may prepare punch lists for the Director's own use in communicating with the Contractor; however, the Director shall be under no obligation to prepare punch lists for the Contractor. In general, the Director will prepare punch lists only after the Contractor has given the Director written notice that the subject Work is completed and tested in accordance with the Contract Documents and is ready for operation and/or use and/or occupancy. Failure of the Director to include an item in a punch list shall not relieve the Contractor of its duty to satisfactorily complete all Work required by the Contract Documents.

Upon Final Completion of the construction Work and request by the Contractor, the Director will conduct a final inspection as a basis for recommending to the City that the Work be accepted.

B. Field and Materials Testing. Where the Supplemental Conditions require Work to be specially field tested or approved, it shall be tested only in the presence of the Director after timely notice of its readiness for inspection and test, and the Work after testing shall be covered up only upon the consent thereto of the Director.

The results of any tests made are for the information of the Director. Regardless of any test results, the Contractor is solely responsible for the quality of workmanship and materials and for compliance with the requirements of the Contract Drawings and Supplemental Conditions.

Except as specifically required under the Supplemental Conditions, all tests by the Director of materials furnished by the Contractor will be done in accordance with commonly recognized standards of national organizations. The Contractor shall furnish such samples of all materials as required by the Director without charge. No material shall be used unless it has been favorably reviewed by the Director.

Where such inspection and testing are to be conducted by an independent Laboratory or agency, the sample or samples of materials to be tested shall be selected by such Laboratory or agency, or the Director, and not by the Contractor.

C. Costs of Testing.

1. Initial Services: The City shall furnish and pay for all initial testing services required by the Contract Documents. When initial tests indicate non-compliance with the Contract Documents, the cost of initial tests associated with that non-compliance will be

deducted by the City from the balance owed the Contractor. The Contractor shall furnish samples of materials for testing as may be required by the Director. Such samples shall be furnished without cost to the City.

2. Retesting: When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing Laboratory and the cost thereof will be deducted by the City from the balance owed the Contractor. Contractor shall be billed for each additional test.

3. Contractor Convenience Testing: Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

4. Additional Tests and Inspections: When in the opinion of the Director additional tests or inspections are required because of the manner in which the Contractor executes its Work, such tests and inspections shall be paid for by the City, but will be deducted from the Contract Price. Examples of such tests and inspections are tests of materials substituted for previously accepted materials or substituted for specified materials, retests made necessary by failure of material to comply with the requirements of the Specifications, load tests made necessary because of portions of the structure not fully meeting Specifications or plan requirements, etc.

4-1.04 **CERTIFICATES OF COMPLIANCE.** A Certificate of Compliance shall be furnished prior to the use of any materials for which the Supplemental Conditions require that such a Certificate be furnished. In addition, the Director may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all

respects with the requirements of the Supplemental Conditions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The Department reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Director.

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

5-1.01 **LAWS TO BE OBSERVED.** The Contractor shall keep informed of and observe, and comply with and cause all of its agents and employees to observe and comply with, all prevailing Federal and State laws, and rules and regulations made pursuant to said Federal and State laws, and county and municipal ordinances, and regulations, which in any way affect the conduct of the Contract. If any conflict arises between provisions of the Contract and any such law above referred to, the Contractor shall notify the Director at once in writing. To the fullest extent allowed by law, the Contractor shall defend, indemnify, and save and hold harmless the City or any of its officers, agents, employees, and volunteers against any claim or liability arising from or based on the violation of any such law, rule, or regulation, whether by itself or its agents or employees.

5-1.02 **HOURS OF LABOR.** Eight (8) hours labor constitutes a legal Day's work. The Contractor or Subcontractor shall, as a penalty to City, forfeit Twenty-five Dollars ($25) for each worker employed in the execution of the contract by the respective Contractor or Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours

per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said Section 1815. In addition, Contractor and/or its Subcontractors may be required to pay double the basic rate of pay for all hours worked in excess of twelve (12) hours in any workday and under other circumstances. (See California Code of Regulations, Title 8, Sections 16100(c)(6) and (16200(a)(3)(F) and applicable Department of Industrial Relations prevailing wage determinations.)

5-1.03 **NONDISCRIMINATION.**

A. Attention is directed to Labor Code Section 1735, which reads as follows: "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

B. During the performance of this Contract, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and Subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of

Regulations, Title 2, §7285.0 et seq.) and other applicable State and Federal regulations and City policies pertaining to nondiscrimination and affirmative action which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the agreement.

5-1.04 **PREVAILING WAGE.** The Contractor and any Subcontractor shall comply with Labor Code Sections 1770 et seq. In accordance with said Section 1775 the Contractor and any Subcontractor under the Contractor shall, as a penalty, forfeit to the state or City not more than $200 for each calendar day or portion thereof, for each worker paid less than the prevailing rate as determined by the Director of Industrial Relations for the work or craft in which such worker is employed for under the Contract by the Contractor or by any Subcontractor under the Contractor.

The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following: (a) whether the failure to pay the correct rate of per diem wages was a good-faith mistake and, if so, whether the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (b) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the

Contractor or Subcontractor.

The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1 of the Labor Code.

If the amount due under this section is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code against the Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor pursuant to this section.

The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for an abuse of discretion.

In addition to said penalty, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by the Contractor or Subcontractor.

If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the Contractor is not liable for any penalties

described above unless the Contractor had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1776, 177.5, 1813, and 1815 of the Labor Code.
2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees, by periodic review of the certified payroll records of the Subcontractor.
3. Upon become aware of the Subcontractor's failure to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
4. Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the public works project and any amount due pursuant to 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within fifteen (15) Days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a Subcontractor on that public works project to pay workers the general prevailing rate per diem wages.

Pursuant to the provisions of California Labor Code Section 1773, the City has obtained the general prevailing rate of wages applicable to the categories of workers the City anticipates will be utilized for this project for straight time, overtime, Saturday, Sunday, and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned or, if no collective bargaining applies, those holidays identified in Government Code Section 6700. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm, which is incorporated herein as a part of this Contract.

Pursuant to Labor Code Section 1773.2, the general prevailing wage rates set forth above, which forms a part of this Contract, shall be posted by the Contractor at a prominent place at the site of the Work.

Pursuant to Labor Code Section 1773.6 and California Code of Regulations Section 16204, Title 8, changes in general prevailing wage determinations shall apply to the project only if issued by the Director of Industrial Relations prior to the City's bid issuance date.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against the City or Contract.

When both California and Federal prevailing wage rates apply, the Contractor and any Subcontractors shall pay their workers the higher of the two rates. The Contractor and any Subcontractors shall insert this clause in any lower tier contract.

5-1.05 **REGISTRATION REQUIRED AS QUALIFICATION TO BID.**

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contractor for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5.

5-1.06 **PAYROLL RECORDS.** The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by its Subcontractors.

A. The Contractor and each Subcontractor shall keep accurate and current payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of Section 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

B. The payroll records enumerated under subdivision (A) shall be available

for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2. A certified copy of all payroll records enumerated in subdivision (A) shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. The City reserves the right to withhold any progress payments to the Contractor in the event of noncompliance with the subsection.

3. A certified copy of all payroll records enumerated in subdivision (A) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

D. Each Contractor shall file a certified copy of the records enumerated in subdivision (A) with the entity that requested the records within ten (10) Days after receipt of a written request.

E. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of

Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or Subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent the disclosure of an individual's name and social security number. A joint labor-management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor-management committee reasonable attorneys' fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this section.

F. The Contractor shall inform the City of the location of the records enumerated under subdivision (A), including the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.

G. The Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (A). In the event that the Contractor or Subcontractor fails to comply within the ten (10) Day period, the Contractor shall, as a penalty to the State or City, forfeit twenty-five ($25) Dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these

penalties shall be withheld from any progress payment or final payment then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

5-1.07 **SAFETY REQUIREMENTS.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor shall have the authority and be solely and completely responsible for conditions on the Work Site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce Work Site safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all Subcontractors adhere to the minimum Cal/OSHA safety requirements and that each Subcontractor has an effective Cal/OSHA IIPP (Illness and Injury Prevention Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The Contractor shall designate a safety officer and have in place a health and safety plan in accordance with the laws of State of California and conduct safety meetings and document them in accordance with the law. The Contractor shall have the safety record available for inspection during working hours and shall submit job site safety meeting reports with each Application for Payment.

Prior to Contractor commencing construction project work on City property, Contractor shall make available copies of its Health and Safety Plan (HASP) that meets or exceeds applicable Cal/OSHA regulations. The Contractor's HASP shall also meet or exceed the requirements of any applicable City-wide or departmental specific Injury and Illness Prevention Programs (IIPP) and other HASP programs, procedures, and plans. Potentially applicable HASP programs, procedures, and plans include, but are not limited to, the following:

1. Bloodborne Pathogens Exposure Control Plan;
2. Confined Space Entry Procedure;
3. Electrical Safety Program (Lockout/Tagout);
4. Emergency Action Plans (Site Specific);
5. Fire Prevention Plans (Site Specific);
6. Hazardous Waste Operations Emergency Response Plan (or Equivalent);
7. Hazard Communication Program (SDS's and Right-to-Know training);
8. Heat Illness & Prevention Plan;
9. Hearing Conservation Program;
10. Hot Work/Welding Procedure;
11. Job Hazard Analyses/Standard Operating Procedures;
12. Traffic Control & Flagging;
13. Excavation/Dig Safe Procedure;
14. Fall Protection Plan;
15. Personal Protective Equipment Plan;
16. Respirable Crystalline Silica Exposure Control Plan;
17. Respirator Program;

18. Soils Management Plan (for contaminated soils); and

19. Transite (Asbestos) Pipe Work Procedure.

Additionally, Contractor shall be responsible for complying with all City-wide and departmental specific safety requirements as identified in the Supplemental Conditions or presented at a pre-construction meeting.

Contractor shall inform City in advance of the quantity of chemical(s) to be used for the project and the total quantity of chemical(s) that will be brought onto City property. In addition, Contractor shall provide City with one copy of the Safety Data Sheet (SDS) for each chemical expected to be used to complete the project and for each chemical brought to the Work Site, regardless of whether such chemicals are ultimately used for the project.

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

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

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of Cal/OSHA. The Contractor shall be solely responsible for compliance with all City, County

and State blasting requirements and for any damages caused by its operations.

To ensure compliance with California Labor Code Section 6705, the Contractor shall submit to the City, at least five (5) Days in advance of excavation of any trench five feet (5') or more in depth, Working Drawings to the Director showing the design of shoring, bracing, sloping and other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such Working Drawings vary from the shoring system standards established by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared and signed by a registered civil or structural engineer in the State of California. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's Subcontractors and nothing in this section shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety Contractor's Working Drawings shall be subject to approval insofar as the details affect the character of the finished Work and for compliance with design requirements applicable to the construction when specified or called for, but details of the design will be left to Contractor who shall be responsible for the successful construction of the Work. The City shall approve Working Drawings before any Work involving such drawings is performed. Approval and/or acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and its registered engineer.

The Contractor shall perform its Work as not to expose personnel to, or to discharge into

the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction and shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of the Work. The Contractor shall immediately report any such release to the City. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limitation, payment of any fines or penalties levied against the City by any agency as a result of such release and shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any claims arising from such release. For purposes of this section only, the term "claims" shall include:

1. All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and

2. Any claim, cause of action, or administrative or judicial proceeding brought against the City, its officers, agents, employees, and volunteers for any loss, cost (including reasonable attorneys' fees), damage or liability, sustained or suffered by any person or entity, including the City.

If the performance of the Work creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state, and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the City be identified as the generator. The Contractor shall notify the City of any such hazardous wastes and the City reserves the right to a copy of the results of any tests conducted on the wastes, and, at its cost, to perform additional tests or examine those wastes, prior to

disposition. The Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by the Contractor. Disposal of all Hazardous Materials must be done in accordance with all laws and regulations. Copies of required regulatory documentation including copies of final manifests shall be supplied to the City.

Contractors or Subcontractors removing one hundred or more square feet (100') of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements including, but not limited to, California Code of Regulations Section 1529, Title 8.

Nothing in these General Conditions is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and Install the higher standards called for without extra charge.

5-1.08 **SUBSURFACE EXCAVATIONS, NOTIFICATION.** The Contractor shall contact the regional notification center, "Underground Service Alert," and schedule its Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Without limiting the foregoing, the Contractor's attention is directed to Government Code Sections 4216 to 4216.9, and in particular Section 4216.2.

5-1.09 **PUBLIC SAFETY.** The Contractor shall assume all responsibility for public safety during the performance of its Work, and all costs arising therefrom shall be included in the Contract Price. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect and maintain, at its expense, such

fences, barricades, lights, signs, and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public. The Contractor shall establish the pedestrian detours with comparable lighting to the original pedestrian areas. The Contractor shall arrange for such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions affecting traffic. For Work in a public right-of-way, the Contractor shall comply with the rules and regulations of the State, County, or local agency that owns the right-of-way.

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefor to the City, all safety and first aid requirements prescribed by all applicable Federal, State, and local laws and regulations, rules, and orders. The Work shall be done in a safe manner; and the Contractor shall safeguard the safety and health of its employees, Subcontractors, and the people of local communities. The Contractor shall also be reasonable for ensuring that its Subcontractors comply with the provisions of this section.

Upon the failure of the Contractor to comply with any of the requirements of this section, the City shall have the authority, but not the duty, to stop the Work until such failure is remedied. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price due to any such suspensions.

When required by the Contract Documents, the Contractor shall construct, maintain, and remove detours for use of public traffic, without additional cost to the City, unless separate payment is specified in the Special Provisions.

The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until such detours are in satisfactory condition for use by public traffic.

Due care shall be exercised to avoid injury to existing improvements or facilities, utility facilities, adjacent property and trees, shrubs, and other plants that are not to be removed.

Trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines, sewer and waterlines, highway facilities, and any other improvements or facilities, under or above ground, that are within or adjacent to the work limit line shall be protected from injury or damage, and the Contractor shall provide and Install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work Site, or as good as required by the Contract Documents if any such objects are part of the Work. The City may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor, and the costs may be deducted from any monies due or to become due to the Contractor under the Agreement.

The fact that any underground facilities is not shown on the Contract Drawings shall not relieve the Contractor of its responsibility pursuant to "Utility Facilities" in Section 2-1.12 elsewhere in the Contract Documents. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of such underground improvements or facilities, which may be subject to damage by reason of its operations.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the Work involved in protecting or repairing property as specified in this section, shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

5-1.10 **EMERGENCIES.** In an Emergency affecting the safety of life, the Work, or adjoining property, the Contractor, without special instructions or authorization from the City, shall act at its discretion to prevent such threatened loss or injury. In such an Emergency, the Contractor may perform such additional work as is reasonably required. Any compensation claimed by the Contractor on account of Work performed to an Emergency shall be determined in accordance with the provisions relating to Force Account payment contained elsewhere in the Contract Documents.

5-1.11 **APPRENTICES.** Attention is directed to Labor Code Sections 1777.5, 1777.6 and 1777.7 and Title 8, California Code of Regulations Section 200 et seq. In accordance with Section 1777.5, the Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, a provided therein. The Contractor shall require each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work to fully comply with Sections 1777.5 and 1777.6 of the Labor Code. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or Subcontractor should, where some questions exist, contact the Division of Apprenticeship Standards, , or one of its branch offices prior to commencement of Work on the public works Contract. Responsibility for compliance with this section lies with the prime Contractor.

It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

5-1.12 **FAIR LABOR STANDARDS ACT.** Attention is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in construction Work are required to meet the provisions of the Fair Labor

Standards Act of 1958 and as amended (52 Stat. 1060).

5-1.13 **WORKERS' COMPENSATION.** Pursuant to the requirements of Labor Code Section 1860, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code Section 3700.

Prior to the commencement of Work, the Contractor shall sign and file with the Director a certification in the following form:

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

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statues, specified in Government Code Section 11017.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the applicable Air Quality Management District. All containers of solvent, paint, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Unless otherwise provided in the Supplemental Conditions, material to be disposed of shall not be burned, either inside or outside the Premises.

The Contractor shall also comply with all rules, regulations, statutes and ordinances regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601, 40 C.F.R. Part 61, Subpart M, and California Code of Regulations Section 1529, Title 8.

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

5-1.15 **USE OF PESTICIDES.** The Contractor shall comply with all local, state and federal rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the Work.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weed, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

5-1.16 **SOUND AND LIGHT CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control, light control, and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract. Work shall not begin before 7 a.m. nor occur after 7 p.m., unless otherwise permitted by the City.

Each internal combustion engine, used for any purpose on the Work or related to the Work, shall be equipped with a muffler, in good working order, of a type recommended by the

manufacturer. No internal combustion engine shall be operated on the project without said muffler.

5-1.17 **WEIGHT LIMITATIONS.** Unless expressly permitted elsewhere in the Contract Documents, the Contractor shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the Vehicle Code over completed or existing base, surfacing, pavement or structures.

5-1.18 **ENVIRONMENTAL CLEARANCES; MITIGATION MONITORING PROGRAMS; AND REGULATORY AGENCY PERMIT REQUIREMENTS.** The Department will obtain all environmental clearances and other authorizations necessary for this project as set forth in the Contract Documents. The Contractor shall comply with the provisions, including giving notices during construction when required, of said authorizations. In the event the obtaining of said authorizations delays completion of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

Contractor shall comply with: (1) all mitigation identified in the mitigation monitoring program (attached to and adopted as a component of the mitigated negative declaration or Environmental Impact Report) to mitigate impacts to protected natural resources; and (2) all related permit requirements issued by the regulatory agencies authorizing the project. Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any fines, claims, suits, actions or regulatory sanctions of every name, kind and description brought forth, or on account of, damage to protected natural resources from or arising out of Contractor's negligence or willful misconduct in the performance of this Agreement.

5-1.19 **PERMITS AND LICENSES.** The Contractor acknowledges and agrees

that, prior to the submission of its bid for the Work, it fully familiarized itself with the requirements of all applicable federal, state, county and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits.

The Contractor shall procure all permits and licenses, including any applicable building permits (except those procured or to be procured by the City which are listed elsewhere in the Contract Documents), in coordination with the Director, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work. Contractor shall be responsible for applying, paying all fees, and coordination for obtaining all permits for completion of the Work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. Contractor will apply to the City for reimbursement for such permits costs. Accordingly, Contractor should not include the anticipated costs for permits in its bid, as the necessary permit costs will be reimbursed by the City.

The California Environmental Quality Act (Public Resources Code, Section 21000 to 21177) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from State or local agencies in connection with performing the Work. The Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations, and all permits, licenses and other authorizations shall be obtained in sufficient time to prevent delays to the Work.

The Contractor shall maintain the applicable Contractor's license as identified in the Notice to Contractors and City business license for the duration of the Work.

5-1.20 **WATER POLLUTION.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any water pollution control rules, regulations, and statutes,

specified by the most current State of California NPDES General Permit for Stormwater Discharges Associated with Construction Activity.

The Contractor shall take all necessary precaution to protect streams, vernal pools, ponds, reservoirs, and lakes from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials as consistent with the law. Also, the Contractor shall conduct and schedule operations so as to avoid discharging pollutants, such as but not limited to: sediment and silt to the storm drain system. The storm drain system consists of all facilities that are designed to convey stormwater to the Waters of the State as defined in the California Water Code. The storm drain system includes, but is not limited to, all streets, gutters, drain inlets, roadside ditches, streams, vernal pools, ponds, and lakes. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

5-1.21 **PROTECTION AND USE OF PROPERTY.** The Contractor shall be responsible for and provide and maintain all proper temporary walkways, covered walkways, barriers, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the Work, or at other times as directed, restore Premises and adjacent property to a proper condition. In the event of such injury or damage, Contractor shall report such injury and damage to City within forty-eight (48) hours of occurrence.

The Contractor shall protect adjoining property and nearby buildings, including City buildings, City roads, and public streets or roads, from dust, dirt, debris, or the nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Director, the Contractor shall provide and Install suitable safeguards, approved by the Director, to protect such objects from damage. If such objects are damaged by reason of the Contractor's operations, they

shall be replaced or restored at the Contractor's expense.

If the Contractor damages any buildings, roads, utilities, or other property which belong to the City, or any Department or agency thereof, then the Director, at his or her option, may retain from the money due under the Contract an amount sufficient to insure repair of the damage.

The Director may make or cause to be made such temporary repairs as are necessary to restore to service any such damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the Contract.

5-1.22 **RESPONSIBILITY FOR DAMAGE AND INDEMNIFICATION.** The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and his or her designee, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, its workers, or anyone employed by the Contractor or the Contractor's Subcontractors.

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

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save and hold harmless the City, and its respective

officers, agents, Subcontractors, employees, and volunteers, and the successors and assigns of any of them, (hereinafter referred to as "Indemnitees") from and against all claims, demands, liability, suits, actions, costs or expenses for any and all loss or damage, including but not limited to, personal injury, property damage, or economic loss, arising out of or resulting from allegations of (1) Contractor's use of the City's property or any activities or Work performed hereunder by the Contractor; (2) the Contractor's performance of the Work under the Agreement; or (3) the Contractor's breach of any provision of the Agreement. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Civil Code Section 2778. The only exception to these provisions is that the Contractor's obligations under this section will not apply to the extent that the claims, demands, liability, suits, actions, costs or expenses are caused by Indemnitees' active negligence, willful misconduct, criminal acts, or for defects in design furnished by the Indemnitees, misconduct, criminal acts, or for defects in design furnished by the Indemnitees.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

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

Any person, firm or corporation that Contractor authorizes to Work on the City's property including Subcontractors, shall be deemed to be an agent of the Contractor for purposes herein, shall be subject to all the applicable terms herein, and shall be within the scope of the

Contractor's indemnity obligation described herein.

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

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

A. The City will give the Contractor thirty (30) Days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.07, "Progress Payments," of these General Conditions.

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

5-1.23 **INSURANCE COVERAGE.**

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after

the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

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

C. Insurance Required

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

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

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general

liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

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

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

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

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

f. Waiver of subrogation endorsement.

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

2. Automobile Liability: Insurance Services Office Form Number CA 0001

covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

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

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

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

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At

any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

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

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

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

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

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

provide that the coverage is on an "occurrence" basis.

5-1.24 **OTHER INSURANCE PROVISIONS.**

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

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this

Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

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

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

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

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars ($500,000) must be

approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

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

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

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

5-1.25 **THIRD PARTY BENEFICIARY.** No provisions in the Contract Documents shall in any way inure to the benefit any third party (including the public at large or any member thereof) so as to constitute such person a third party beneficiary of the Contract, or of any term or condition or other provision of the Contract or otherwise give rise to any cause of action in any person not a party to the Agreement, except as expressly provided elsewhere in the Contract Documents.

5-1.26 **COORDINATION AND ACCESS.** The Contractor acknowledges that the City may award, or has already awarded, other construction contracts for additional work or may perform additional work with its own forces and that such work may affect the Work under this Agreement. Additionally, the Contractor acknowledges that the State and other public and

private agencies may be granted a right-of-entry by the City for the purpose of constructing facilities within and adjacent to the Work Site. It is the obligation of the Contractor to coordinate its Work with the work of others working within or adjacent to the City's property.

During performance of its Work, the Contractor shall not have exclusive access to or use of the work areas. The City may also require that certain facilities and areas be used concurrently by the Contractor and by other contractors working in the area. When two (2) or more contractors are employed on related or adjacent City work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

Each contractor shall be responsible to the other for all damage to any work, to persons or property caused to the other by its operations, and for loss caused the other due to any unnecessary delays or failure to finish the work within the time specified for completion.

If any party of the Contractor's Work depends on the work of any other contractor and/or the City for proper execution and/or results, the Contractor shall promptly notify the City of any discrepancies and/or defects in said other work that would render its work unsuitable for proper execution and/or results prior to proceeding with the Contractor's own Work. If it becomes necessary, the City will resolve coordination and access problems.

The Contractor and its representative in charge of the Work shall familiarize themselves with the City's property and Work Site, and adjacent surroundings in the vicinity of said Wok, and any private or public operations on adjoining properties.

5-1.27 **OCCUPANCY BY THE DEPARTMENT PRIOR TO ACCEPTANCE.** The City may at any time notify the Contractor in writing that it intends to take Beneficial Occupancy of any portion of the Work even though the Work may not be substantially complete. Unless the reason for the City's taking Beneficial Occupancy is that the

Contractor has not completed the Work (or portions thereof) in accordance with the Contract Time, the City's Beneficial Occupancy shall relieve the Contractor from its responsibility for maintenance, loss or damage to that portion of the Work for which the City has taken Beneficial Occupancy other than that resulting from the Contractor's act or omission, negligence, willful misconduct or breach of warranty.

Should the Work (or portion thereof) not be completed in accordance with the Construction Schedule within the Contract Time (as adjusted under the terms of the Contract Documents), the City shall have the right, but not the obligation, to take Beneficial Occupancy of the Work. In such event, the Contractor shall not be entitled to any additional compensation on account of said occupancy by the City, nor shall the Contractor be relieved of any of its responsibilities under the Contract Documents, including, without limitation, Contractor's obligation to complete the Work in accordance with the Construction Schedule.

Beneficial Occupancy shall not be deemed an Acceptance by the City either of the Work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written Acceptance of the entire Contract by the Director or during the full warranty period after such Acceptance, as provided in Section 7-1.12, "Warranty," of these General Conditions.

The City's Beneficial Occupancy shall not relieve the Contractor of its responsibility to maintain all insurance and bonds required under the Contract Documents until the entire project is accepted by the City.

5-1.28 **RIGHT TO OPERATE UNSATISFACTORY FACILITIES AND EQUIPMENT.** If, after Installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Director, the City shall have the

right to operate and use such facilities or equipment until they can, without damage to the City, be taken out of service for correction or replacement. Such period of use of the defective facilities or equipment, pending correction or replacement, shall in no way decrease the warranty period required for the acceptable corrected or replaced facilities or equipment.

5-1.29 **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Except as otherwise provided herein, the Contractor shall have the charge and care of the Work and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the Work until the Acceptance of the Contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and Acceptance, and shall bear the expense thereof. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work and it shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the Work caused by the following:

A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.

B. Occupancy and use by the Department or the public prior to the completion of the entire project.

C. Acts of the Federal Government or the public enemy.

5-1.30 **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at its own cost for any and all Work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the Work, including without limitation, repair of any or all damage and all hand or exploratory excavation required.

The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, the Contractor shall undertake at its own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the Work the Contractor encounters utility Installations which are not shown or indicated in the Contract Documents or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Director in writing. Where necessary for the Work of the Contract, the Director shall issue a written order to the Contractor to make such adjustments, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the Work described in such written order, and compensation therefor will be made in accordance with Section 3 of these General Conditions relating to changes in the Work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage, delay, interference, or hindrance to him or her due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions for the Director, then the Contractor shall be liable for any or subsequent to discovery thereof, and the

Contractor shall repair and make good such damage at its own cost.

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the Cal/OSHA Construction Safety Orders which states in part:

> "Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation." The location of known existing utilities and pipelines are shown on the Contract

Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and the Contractor will be held responsible for any repairs if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown on the Contract Drawings or that the locations indicated are accurate.

The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the

Director in writing of its proposed Construction Schedule for these connections at least forty-eight (48) hours in advance.

The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the Contract Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, it shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and to the electrical ducts or conduits.

5-1.31 **PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or soil or after partial payment has been made as provided in Section 7-1.07, "Progress Payments," of these General Conditions for material delivered on the ground or stored subject to or under the control of the City and unused. All such material shall become the property of the City upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided in said Section 7-1.07.

5-1.32 **COURT ORDERED DELAY.** If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

5-1.33 **NO PERSONAL LIABILITY.** Neither the Director, nor any other officer

or authorized employee of the City, shall be personally responsible for any liability arising under or by virtue of the Contract.

5-1.34 **RIGHTS IN LAND AND IMPROVEMENTS.** The Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any third party owner, former owner, or tenant of such land, structure or buildings. The Contractor shall not occupy City-owned property outside the limit of the Work shown on the Contract Drawings unless it obtains prior approval.

5-1.35 **ANTITRUST CLAIMS.** The Contractor's attention is directed to the following provision of Public Contract Code Section 7103.5(b), which is applicable to the Contractor and its Subcontractors:

> " In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the

parties."

5-1.36 **RIGHTS TO DRAWINGS, TECHNICAL DATA PATENTS.** Shop Drawings and Working Drawings submitted to the City by the Contractor, Subcontractor or any lower tier Subcontractor pursuant to the Agreement, are the property of the City and the City may use, and disclose in any manner and for any purpose, Shop Drawings and Working Drawings delivered under the Contract.

Technical Data including manuals or instructional materials, computer or microprocessor software which are delivered or submitted to the City by the Contractor, Subcontractor, or any lower tier Subcontract pursuant to the Contract are the property of the City, and the City may use or disclose same in any manner and for any purpose.

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and shall defend, indemnify and save and hold harmless the City, and its duly authorized representatives, from all suits at law, or in equity, and actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes. In case some materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at its expense, shall:

1. Secure for the City the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
2. Replace such materials, equipment, devices, processes; or
3. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefor

without prejudice to any other rights of the City.

5-1.37 **PAYMENT OF TAXES.** Contractor shall pay all taxes and duties applicable to and assessable against any Work, equipment, materials, services, processes, and operations incidental to or involved in the Agreement, including but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The Contractor will maintain records that are auditable records, and these records shall be subject to the City's review to verify that Contractor's tax payments are current at all times.

The Contract Price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

The Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether Federal, State, or local, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

5-1.38 **GRATUITIES AND CONFLICT OF INTEREST.** The Contractor shall not offer or provide gratuities in the form of gifts, entertainment, loans, meals, rewards, and/or services to representatives of the City, including but not limited to, officers, employees, agents, Engineering Service Consultants, Consulting Engineers and Architects, Inspectors and/or Testing Agencies retained by the City. If it is found that the Contractor has violated this provision, the

Contract may be subject to termination for default as defined elsewhere in these General Conditions.

During the term of the Contract and until the final payment has been made to the Contractor, the Contractor shall not employ or compensate in any manner whatsoever, the City's officers, employees and authorized representatives, agents, and any Engineering Service Consultants, Consulting Engineers and Architects, Inspectors, and/or Testing Agencies retained by the City. Any exception to the employment or compensation to any of the above named parties must be made in writing by the City. If the Contractor offers or provides employment or compensation to those named above during the term of the Contract, the Contract may be subject to termination for default.

5-1.39 **COOPERATION.** Should construction be under way by City forces or other forces or by other Contractors within or adjacent to the limits of the Work or should Work of any other nature be under way by such forces within or adjacent to said limits, the Contractor shall cooperate with all such forces to the end that any delay, interference or hindrance to their Work will be avoided. The right is reserved to perform other or additional Work at or near the site at any time, by the use of such forces.

5-1.40 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, City and Contractor shall comply with the following:

A. The Contractor shall promptly, and before the following conditions are disturbed, notify City in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to

be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the Contract.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. However, no claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required by this Section. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

5-1.41 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations

pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5-1.42 **CITY OF ROSEVILLE ENCROACHMENT PERMITS AND RIGHTS-OF-WAY.** The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director and City Engineer.

To the extent indicated in the Contract Drawings, the City will provide the rights-of-way over private lands or the site to enable the Contractor to perform its work. The Contractor shall be solely responsible for securing any additional rights-of-way desired by the Contractor. The City will not be a party to nor assume any liability for any separate agreements reached between the Contractor and any third parties with respect to these additional rights-of-way. The Contractor shall procure evidence that agreements are in place with said third parties before the Contractor uses those areas covered by the agreements. Any damage to such private lands caused by the Contractor's operations shall be the sole responsibility of the Contractor.

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be responsible for all Work performed under the Contract. The Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the Work under its control. Nothing in the Contract Documents shall create any contractual relationship between the City and any Subcontractor. The Contractor is fully responsible to the City for the acts and omissions of its Subcontractors of any tier. When any Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that Subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among Subcontractors or between Contractor and one or more Subcontractors concerning responsibility for performing any part of the Work.

The on-site production of materials produced by other than the Contractor's own forces shall be considered as subcontracted. The erection, establishment or reopening of on-site plants for production of materials and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in the Contract Documents.

The Contractor shall also be responsible for coordinating the Work performed by Subcontractors and Suppliers.

The Contractor shall not substitute any person as Subcontractor in place of a Subcontractor listed on its bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting

Fair Practices Act" beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject it to penalties which may include cancellation of Contract, Assessment of ten percent (10%) of the Subcontractor's bid, and disciplinary action by the Contractors State License Board.

The Contractor shall pay any Subcontractors approved by the City for work that has been satisfactorily performed no later than seven (7) Days from the date of Contractor's receipt of progress payments by the City. Within seven (7) Days after receipt from the City of funds attributable to work performed by a Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor. In the event Contractor does not make progress payments or release retention to Subcontractors in accordance with the time period specified herein, Contractor may be subject to prompt payment penalties per statute.

6-1.02 **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or its surety of their responsibilities under the Contract nor will the City consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to it under the Contract and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** After the execution of the Contract by both

parties, the City will issue the Notice to Proceed upon its determination that it is appropriate for the Contract Time to commence.

The Contractor shall begin Work within fifteen (15) Days after receiving the Notice to Proceed from the Director, subject to the requirements stated elsewhere in the Contract Documents regarding, among other things, the submittal of Baseline Schedule, and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions. Contractor shall also achieve any and all Contract milestones as described elsewhere in the Contract Documents.

The Contractor shall notify the Director, in writing, of its intent to begin Work at least seventy-two (72) hours before Work is begun. The notice shall be delivered to the Director and shall specify the date the Contractor intends to start. If the project has more than one (1) location of Work, a separate notice shall be given for each location.

The Contractor is not authorized to perform any Work until it has received a Notice to Proceed from the City. Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by it in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer unless said Contract is so approved thereafter.

6-1.04 **PROGRESS SCHEDULE.**

A. Preliminary Progress Schedule. The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the Contract Time for completion of the Work, and shall be subject to

favorable review by the Director.

B. CPM Schedule. The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a CPM format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book *CPM in Construction, A Manual for General Contractors*, or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction activities, the submittal and favorable review of samples of material and Shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their Installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The

selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the Construction Schedule shall be subdivided by location, approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant Submittals shall be scheduled along with manual Submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

(a) preceding and following event numbers

(b) activity description and number

(c) estimated duration of activities

(d) earliest start date (by calendar date)

(e) earliest finish date (by calendar date)

(f) actual start date (by calendar date)

(g) actual finish date (by calendar date)

(h) latest start date (by calendar date)

(i) latest finish date (by calendar date)

(j) slack or float

(k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) Days after receipt of the Notice to Proceed.

(b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty

(30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not to be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review. Once each month, on a date mutually agreed upon, but no later than seven (7) business days after the monthly schedule progress report date, a Work Site meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his or her activities for testing, inspection, etc.

D. Schedule Revisions. The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) business days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

2. When delays in Submittals or deliveries make replanning or rescheduling of the Work necessary.

3. When the schedule does not represent actual prosecution and progress of the Work.

4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work with its proposal.

E. Cash Flow Projection. A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **CITY'S RIGHT TO STOP WORK.** The Director shall have the authority to order the Contractor, in writing, to suspend the Work wholly or in part, for such period as the Director may deem necessary due to the failure on the part of the Contractor to correct Work that is not in accordance with the requirements of the Contract Documents or if Contractor persistently fails to carry out Work in accordance with the Contract Documents.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

Any stoppage of work under this section shall be at the Contractor's sole expense, and the Contractor shall have no claim against the City based on the Contractor's failure to perform the Work in accordance with the Contract Documents.

In addition to the City's right to stop Work, the City may order the Contractor to submit to the City at no additional cost to the City, additional information concerning Contractor's planned Work if the Contractor fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents. The additional information ordered by the City may include, but is not limited to, preparation of Submittals or Working Drawings not otherwise required to be submitted under the Contract Documents.

In the event the City discovers that the Contractor has created an unsafe condition the City may arrange for other work forces to remedy the condition. Such remedial work shall be at the sole discretion of the City. If this action is required, the City may unilaterally terminate Work under the Contract, and will pay only for the quantities of Work actually performed, less the cost of the City's remedial Work. In the event that Work is not halted, the Contractor must take

immediate steps to correct the situation. There will be no extra payment for Work required to correct unsafe conditions.

The right of the City to suspend the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of the City's other rights under the Contract Documents.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of its legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including Installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record drawings, and manuals, cleanup, demobilization, and all other Work within the number of Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects "controlling" operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately

preceding five (5) years of record by at least two inches (2”).

Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as “unusual,” the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on a Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for Installation affects construction tasks which are “controlling” or which are on the “critical path” of the Construction Schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract that in case all the Work called for under the Contract in all parts and requirements is not completed within the number of Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in completing the Work in excess of the number of Days prescribed and the number of additional calendar days, if any, authorized by Contract Change Order; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the City shall have the right to increase the number of Days or not, as it may deem best to serve the interest of the City, and if it decides to increase the said number of Days, it shall further have the right to charge to the Contractor, its heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

6-1.09 **DELAYS AND EXTENSIONS TO THE WORK.** The Contractor must complete all Work within the time specified in the Agreement. The Contractor will be granted an

extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Agreement, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of public enemy, fire, floods, abnormal weather (as described below), earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, fire, changes made pursuant to the provisions of "Changes in the Work" under Section 3 of these General Conditions or acts or neglect of the City not contemplated by the Contract Documents. In all cases, any extension of time is conditioned on the following:

1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent and minimize the effects thereof; and

2. That the Contractor notifies the Director in writing within three (3) Days from the beginning of such delay specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documentary proof that it has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof, as acceptable to the Director, that the inability to obtain such materials when originally planned did in fact cause a delay in Final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations. Only the physical

shortage of material will be considered as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the City that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

No extension of time will be granted for a delay caused by Contractor's staff turnovers, understaffing or insufficient quantity of qualified staff able to perform the necessary work.

The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.

No extensions of time will be granted for delays that have no measureable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of Days lost on the critical path or controlling operations of the Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.

Within a reasonable period of time after the Contractor submits the notice and information required by this section, the City will determine whether an extension of time is justified and, if so, the number of days for the extension.

Abnormal weather may be a valid basis for a time extension under the Agreement.

"Abnormal Weather" occurs when the number of days of rain above 0.5 inches in a 24 hour period exceeds the average for such rainfall in a particular month as determined by the National Weather Service. The Contractor will only be entitled to, at most, a time extension for the number of days of rain exceeding the average for that month in the locale where the Work is to be performed. If delays are caused by the Contractor or those for whom the Contractor is responsible, the Contractor will only be entitled to, at most, a time extension for the number of rain days exceeding the average for the month when the Work should have been performed.

In addition, before a time extension may be granted for abnormal weather, the Contractor must establish that the rain either significantly impacted at least sixty percent (60%) of the planned work of the controlling operations for a particular day or prohibited at least five (5) hours of work on the controlling operations planned for that day. Contractor shall employ reasonably methods to mitigate the impact of abnormal weather (i.e., dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

In the event that the project experiences favorable weather for a particular month (e.g., the number of actual rain days in a month less than that indicated above for allowable rain days per months), the additional float resulting from such favorable weather shall accrue to the project.

Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled each of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.

2. The delay was caused solely by the City's issuance of changes made pursuant to the provisions of "Changes in the Work" under Section 3 of these General Conditions or by acts or neglect of the City.
3. The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the City will be non-compensable when there are concurrent delays caused by the Contractor. Also, the Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, and freight embargoes.

Contractor's damages and/or additional compensation for delays will consist solely of the extended costs of maintaining the Contractor's Work Site presence. The Contractor will not be entitled to any extended home office overhead.

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a Force Account basis with the following exceptions:

1. The time for which compensation will be paid will be the actual normal working hours during which such delay conditions exists, but in no case will exceed eight (8) hours in any one day.
2. The days for which compensation will be paid will be each calendar day of the work week (defined elsewhere in the Contract Documents) and Legal Holidays, during the existence of such delay, except that when rental of the equipment is paid for under the provisions in Section 3-1.06C, "Force Account Payment – Equipment," of these

General Conditions, no payment will be made for delays in accordance with the provisions of this section.

Actual loss shall be understood to include no items of expense other than idle time of personnel, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this section and compensation for idle time of personnel will be determined pursuant to Section 3-1.06A, "Force Account Payment – Labor," of these General Conditions. No markup will be added in either case for Overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided pursuant to "Changes to the Work" elsewhere in the Contract Documents.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF AGREEMENT – CONVENIENCE OF CITY.** The Department reserves the right to terminate the Contract at any time and for any reason if the Director determines that to do so would be in the best interest of the City. Any termination which is not based on the circumstances set forth in Section 6-1.10B below shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

Upon the Contractor's receipt of a written Notice of Termination for convenience, the Contractor shall cease Work as to those portions of the project so terminated and shall undertake the steps outlined in Section 6-1.10B below.

1. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

a. The Contractor's responsibility for damage to materials for which

partial payment has been made as provided in Section 7-1.07, "Progress Payments," of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

b. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.

c. When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, the Contractor will recommend that the City formally accept the Work, and immediately upon and after such Acceptance by the City, the Contractor will not be required to perform any further Work thereon and shall be relieved of its contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the City.

2. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

a. The reasonable cost to the Contractor, without profit, for all Work

performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

b. A reasonable allowance for profit on the cost of the Work performed as determined under subsection (a), provided the Contractor establishes to the satisfaction of the Director that it is reasonably probable that it would have made a profit had the Contract be completed and provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.

c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.

d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's Subcontractors, necessary to determine compensation in accordance with this Section, shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the

amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

In the event that the City terminates this Contract under Section 6-1.10B below and it is determined for any reason that there was not sufficient cause to do so, the City's termination automatically will convert to a termination for convenience under this section and the terms and conditions outlined in this section automatically will be applied to effectuate the Contract termination. Thus, damages to which a Contractor may be entitled as a result of an improper default termination will be limited to the amounts provided for in this section.

The provisions of this section shall be included in all subcontracts.

6-1.10B **TERMINATION OF AGREEMENT - FOR CAUSE.** An "Event of Default" as referred to in this section shall occur if the Contractor:

1. Fails to maintain progress of the Work in accordance with the requirements of the Contract Documents; or
2. Fails to prosecute the Work or any of its components in accordance with the Contract Documents; or
3. Persistently or repeatedly fails or refuses to supply sufficient properly skilled workers or proper material to permit the performance of the Work in accordance with the Contract Documents; or
4. Fails to make prompt payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractor and Contractor and Supplier; or

5. Fails to comply with applicable laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the Work; or
6. Abandons, assigns or sublets the Contract without approval of the City; or
7. Becomes bankrupt or is subject to appointment of a receiver on behalf of the Contractor; or
8. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

Upon the City's reasonable belief that there has been an Event of Default by the Contractor, the City may elect to give the Contractor written notice thereof. The Contractor thereafter shall cure the default as soon as possible and in no event after ten (10) Days from the Contractor's receipt of the City's written notice.

If the Contractor does not timely cure its default, the City may, without waiver of any of its other rights and remedies, elect to terminate the Contract, or portion thereof.

Upon the City's election to terminate the Contract, or portion thereof, the City shall have the right to complete the Work, or portion involved, by whatever means and methods it deems expedient, including the hiring of others on such terms as the City deems advisable. The City shall have the right to take possession of the Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for wear and tear. The Contractor shall have no rights in such property during its use by the City. The City shall not be required to obtain the lowest prices for completing the Work or a portion of it but shall make such expenditures as, in the City's sole judgment, best accomplish such completion.

The expense of completing such Work or portion thereof, together with a reasonable charge for engineering, managerial and administrative services, as certified by the City, shall be

charged to the Contractor, and the expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Agreement, then the Contractor or its surety or sureties shall promptly pay the amount of such excess so due. When the City terminates the Contract under this section, the Contractor shall not be entitled to receive any further payments until the Work is completed and there has been a final settlement of costs of completing the Work covered by such notice of default.

The City will issue to the Contractor a written notice specifying that the Contract, or portion thereof, is terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop all Work under the Contract; or if partial termination, stop Work relating to the terminated portion of the Agreement;
2. Perform Work the City deems necessary to secure the Work Site for termination including measures to leave the Work Site in a safe condition;
3. Remove equipment from the site of Work, as specified by the City;
4. Take such action as is reasonably necessary to protect materials from damage;
5. Notify all Subcontractors and Suppliers that the Contract or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City;
6. Provide the City with an inventory list of all materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the City may request;

7. Dispose of materials not used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City (a) with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made by the City and (b) with bills of sale or other documents of title for such materials;
8. Subject to the prior written approval of the City, settle all outstanding liabilities and all claims arising out of Subcontractors or orders for materials terminated hereunder. To the extent directed by the City, the Contractor shall assign to the City all rights, title and interests of the Contractor under subcontracts or orders for materials terminated hereunder. The City shall be at liberty to negotiate with and engage any Subcontractors who had contracted with the Contractor for the Work;
9. Furnish the City with the documentation required to be furnished by the Contractor under the provisions of the Contract Documents, including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Agreement; and
10. Take such other actions as the City may direct.

If only a portion of the Work has been terminated, the Contractor shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with the City or others in their performance and completion of the portion of the Work which was terminated.

The City may recover from the Contractor the amount of any loss or damage, including consequential damages, suffered or incurred as a result of the Contractor's default.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** When the Contractor believes that the entire Work is fully and finally completed, including the satisfactory completion of inspections, tests, and documentation specified in the Contract Documents and completion of all punch list and clean-up items, the Contractor shall submit to the City a written request for final Acceptance within fifteen (15) Days thereafter, specifying that the Work is fully and finally completed and the date on which it was completed. Within thirty (30) Days after receipt of the request for final Acceptance, the City will inspect the Work and will either:

1. Reject the request for final Acceptance, specifying the defective and/or uncompleted portions of the Work; or
2. Notify the Contractor that the Work will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk; or
3. Notify the Contractor that the Work has been accepted by the City but no Notice of Completion will be recorded.

If the City rejects the request for final Acceptance, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall again submit a written request for final Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were corrected. Thereafter, the foregoing procedure shall apply successively until the City has verified that the Work is fully and finally completed and accepted the Work by Resolution of the City Council or by written

notification from the Director. Immediately upon such Acceptance, the Contractor shall be relieved of the duty of maintaining the Work as a whole.

All warranties commence upon final Acceptance of the Work. The City's final Acceptance of the Work shall not be construed as an acceptance by the City of any latent defects discovered with regard to the Contractor's work. Furthermore, Contractor's obligations under Section 5-1.22 "Responsibility for Damage and Indemnification" shall still remain applicable after the City's grant of final Acceptance of the Work.

Prior to final Acceptance, the Contractor shall submit to the City the Record Documents and Operation and Maintenance Manuals as specified in the Contract Documents.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the City,

including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless the Contractor has given the City due written Notice of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the notice provisions in Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, nor to any claim which is based on differences in measurement or errors of computation as to correct quantities.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within seven (7) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

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

If there is a dispute over any claim, the Contractor shall continue to Work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be

governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all Work that is the basis of any dispute.

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

Each Contractor claim shall include full and complete information concerning the Claim.

Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information

submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these General Conditions, including but not limited to Section 7-1.04.

It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

7-1.04 **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

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

specified herein, such Claim shall be deemed rejected in its entirety.

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

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

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 7-1.05 below.

7-1.05 **DISPUTE RESOLUTION PROCEDURE.** All Claims not resolved

pursuant to Section 7-1.04, shall be resolved pursuant to Public Contract Code Section 10240, et seq.

7-1.06 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350, et seq., including an amount to provide for the reasonable cost of any litigation thereunder.

7-1.07 **PROGRESS PAYMENTS.** Within fifteen (15) Days after the effective date in the Notice to Proceed, but in any event prior to Contractor's first Application for Payment, the Contractor shall submit to the City a detailed Schedule of Values.

Upon its approval, the Schedule of Values will form a basis for determining the compensation payable to the Contractor based on its actual progress of Work with respect to each Lump Sum bid item. The City, prior to any progress payment being made, must approve the Schedule of Values.

At the Director's discretion the approved Schedule of Values may be used as the basis for calculating the adjustment in compensation for a lump sum bid item due to changes ordered by the Director. When an ordered change increases or decreases the quantities shown in an approved Schedule of Values, at the Director's discretion, the adjustment in compensation may be determined in the same manner specified for increases and decreases in the quantity of a bid item of work in accordance with Section 3-1.05(B), "Contract Price Adjustment," of these General Conditions.

The Contractor once in each month shall submit an Application for Payment, for approval by the Director. Contractor's Applications shall be based on the Schedule of Values submitted to the City. These applications shall be supported by: (1) documentation requested by the City to

substantiate the payment request; (2) statutory releases from Contractor and all Subcontractors and suppliers pursuant to Civil Code Sections 8132 and 8138; and (3) certified payroll records for the period for which payment is requested. Specifically, the Contractor will submit conditional waivers upon progress payment executed by all contractors and suppliers that will be receiving sums sought in the instant payment request and also submit unconditional waivers upon progress payment executed by all contractors and suppliers that have been paid to the date of the payment request. The Contractor shall certify that the Work for which payment is requested has been accomplished. When requested by the City, the Contractor shall submit receipts, invoices and other documentation that the City requires to be furnished for purpose of evaluating the application.

The City will pay the Contractor within thirty (30) Days after its receipt of an undisputed and properly submitted Application for Payment, after deducting all previous payments, retention, and other sums as described in the Contract Documents. Within seven (7) Days of its receipt of the Contractor's Application for Payment, the City will determine whether it complies with the provisions of the Contract Documents. As appropriate, the City will return the application to the Contractor accompanied by a document prepared by the City setting forth the reasons for the rejection. Thereafter, the Contractor shall correct and resubmit the Application for Payment. Progress payments may be withheld for Work that is not performed in accordance with the Contract Documents.

The City may deduct the following from each progress payment:

1. An amount equal to one hundred and twenty-five percent (125%) of the amount claimed under any stop payment notice or other lien filed against the Contractor, which includes an amount to provide for the reasonable cost of any litigation

thereunder.

2. Any Liquidated Damages or Assessments that have accrued as of the date of the Application for Payment.
3. Any sums expended by the City in performing any of the Contractor's obligations under the Agreement that the Contractor has failed to perform.
4. Any other sums that the City is entitled to recover from the Contractor under the terms of the Contract including damages to the City's property.
5. The failure of the City to deduct any of the above identified sums from a progress payment shall not constitute a waiver of the City's right to such sums.

No such estimate or payment shall be construed to be an acceptance of any defective Work or improper materials.

Under no circumstances will the City make payment to unlicensed Contractors. As a condition of payment, the Contractor is required to maintain the applicable Contractor's license as identified in the Notice to Contractors for the duration of the Work.

7-1.08 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**

Partial payments may be made to the extent of seventy-five percent (75%) of the cost of materials and equipment plus delivery to be incorporated in the Work, provided that such materials and equipment meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City and only with the prior written approval by the City. Such delivered costs of stored or stockpiled materials and equipment may be included in the next progress payment after the following conditions are met:

A. Equipment and materials will only be eligible if given conditional or final

Acceptance by the Director and are in apparent compliance with favorably reviewed Submittals.

B. Only equipment or materials which have received favorable review of Shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated into the project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material or equipment and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials or equipment shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.

In no case will the amount of progress payments for materials or equipment on hand exceed the Contract Price for such materials or equipment or the Contract Price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant

materials.

The Contractor shall bear all costs associated with the progress payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.09 **RETENTION ON PROGRESS PAYMENTS.** From each progress payment estimate, five percent (5%) will be deducted and held in retention by the City. The remainder, less any deductions described in Section 7-1.07, "Progress Payments," of these General Conditions, will be paid to the Contractor as progress payments.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the City. Upon the Contractor's request, the City will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. The Contractor shall bear the expenses of the City and the escrow agent in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
3. Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall be substantially similar to the form provided in California Public Contract Code section 22300.

4. The Contractor shall obtain the written consent of the surety to such agreement.

7-1.10 **FINAL PAYMENT.** Final payment will be made only after Contractor has achieved Final Completion of the Work pursuant to the provisions of Section 7-1.01, "Acceptance," of these General Conditions. Before final payment can be made, the Contractor shall have furnished the City with the following:

1. All Record Documents, catalogues, instruction sheets and information as required by the Contract Documents.
2. Conditional Waivers and Releases Upon Final Payment executed by Contractor and all Subcontractors and Suppliers, as provided by Civil Code Section 8136. Unconditional Waivers and Releases Upon Final Payment, as provided in Civil Code Section 8138, executed by Contractor and all Subcontractors and Suppliers, must be provided for all Subcontractors and Suppliers that have been paid in full.

Within thirty (30) Days of the date of the City's Acceptance of the Work, the Contractor shall prepare and submit a Final Invoice, showing the proposed total amount due the Contractor, segregated by Bid item quantities, Change Order Work, and other basis for payments; deductions made or to be made for prior payment; and amounts previously retained. Prior invoices and payments shall be subject to correction in the proposed Invoice for Final Payment. Payments to the Contractor will be made only for actual quantities of the Contract items of work constructed in accordance with the Contract Documents.

The City will review the Contractor's proposed Final Invoice and necessary changes or corrections will be forwarded to the Contractor. Within ten (10) Days thereafter, the Contractor

shall submit a revised proposed Final Invoice incorporating changes or corrections made by the City together with any new claims resulting therefrom. Upon approval by the City, the corrected proposed Final Invoice will become the approval Final Invoice.

If agreements are reached on all questions regarding the Final Invoice, the City will pay the entire sum found due on the approved application. However, the City will withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Section 9350, et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

Final payment will be made within thirty (30) Days after receipt of an approved Final Invoice and other required Submittals referenced above or within sixty (60) Days after Acceptance of the work by the City, whichever is later, provided, however, that if an approved Final Invoice has not been submitted within sixty (60) Days after Acceptance of the Work by the City, the City may elect to make payment of sums not in dispute without prejudice to the right of either the City or the Contractor in connection with such disputed sums. Notwithstanding the foregoing, if a Notice of Completion is recorded, final payment shall not be made prior to the expiration of the thirty-five (35) calendar day lien period. The start of this lien period is the date the Placer County Recorder's Office records the Notice of Completion.

The City may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of any amount in dispute between the City and the Contractor.

The making of Final Payment shall not operate to release the Contractor or its sureties from obligations arising under the Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the City arising from:

1. Unsettled or future liens;
2. Failure of the Work to comply with the requirements of the Contract Documents;
3. The terms of any warranties required by or contained in the Contract Documents;
4. The right to any insurance proceeds or the right to make any insurance or bond claims;
5. Any claims with respect to Contractor's obligations of indemnity with respect to claims asserted by third parties; or
6. Any latent deficiencies with the Work or Contractor's fraud.

7-1.11 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.10, "Final Payment," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.10, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.11, provided, however, if the total sum to be paid is less than $100, no such payment shall be made.

7-1.12 **WARRANTY.** Notwithstanding inspections and Acceptance by the City of Work furnished under the Contract Documents, the Contractor hereby unconditionally guarantees that all materials and equipment furnished will be of good quality and new, that the Work will be free from defects in workmanship and materials and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

This warranty by the Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material during the greater of a period of one (1) year after Acceptance of the Work by the City or the period specified in the Special Conditions, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, the Contractor will commence and prosecute with due diligence all Work necessary to fulfill the terms of this warranty, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, it does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby. The establishment of a

specific warranty period relates only to the specific obligation of Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that Contractor shall remain responsible for latent defects with its work, regardless of the expiration of any warranty period set forth in the Contract Documents.

7-1.13 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by it, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from Installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the Installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under

any law permitting such persons to look to funds due the Contractor in the hands of the City.

The provisions of this paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

SUPPLEMENTAL CONDITIONS

Project: 2021 Sewer Collection System CIPP Rehabilitation Project

SCOPE OF SUPPLEMENTAL CONDITIONS

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
	SPECIFICATIONS FOR COMMERCIAL CONSTRUCTION (ELECTRIC) 2090 Hilltop Circle, Roseville, CA 95747
	PARKS CONSTRUCTION STANDARDS 316 Vernon Street, Suite 400, Roseville, CA 95678
X	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: www.roseville.ca.us.

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

SECTION 1. DEFINITIONS AND TERMS

1-1.21 CONTRACT TIME. Section 1-1.21 of the General Conditions is replaced with the following:

The number of Days, or portion thereof, allowed for completion of the Work, including all authorized time extensions. Contract Time is based on calendar Days which includes weekend and Legal Holidays. The effective date for commencement of the Work specified in the Notice to Proceed shall define the beginning of the Contract Time.

1-1.24 DEPARTMENT. Section 1-1.24 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Environmental Utilities Department of the City of Roseville.

1-1.28 Engineer or Architect. Section 1-1.28 of the General Conditions is amended to include the following:

Engineer. The Environmental Utilities Director or duly the authorized representative.

SECTION 2. CONTROL AND SCOPE OF THE WORK

2-1.08 **SUBMITTALS.** Section 2-1.08 of the General Conditions is amended to include the following two sentences:

The Contractor shall submit all material submittals within the timelines included in the Specifications.

The time allowed for review of each submittal is 14 Days after receipt of the submittal by the Director.

SECTION 3. CHANGES IN THE WORK

There are no amendments to the General Conditions.

SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.02 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.14 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos is not present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

5-1.03 **PERMITS AND LICENSES.** Section 5-1.19 of the General Conditions is amended to include the following:

The Contractor acknowledges and agrees that, prior to the submission of its bid for the Work, it fully familiarized itself with the applicable Avoidance and Minimization Measures of the City's Streambed Alteration Agreement For Routine Maintenance (Notification No.

1600-2016-0099-R2) with the California Department of Fish & Wildlife, which shall be made available to the Contractor upon request. For all Work performed within a dedicated riparian area, the Contractor shall adhere to the following measures:

2.29 Decontamination Sites. Contractor shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a suitable location (i.e. City Corporation Yard) where runoff can be contained and not allowed to pass into Department jurisdictional areas and other sensitive habitat areas.

2.31 Minimize Vehicle Parking. Vehicles may enter and exit the work area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the state.

2.34 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven

and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.

2.35 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans or other secondary containment. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.

2.36 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas.

2.41 Mud, Silt and Other Pollutants. Contractor shall prevent water containing mud, silt or other pollutants from grading, aggregate washing, equipment washing, or other activities to enter a lake or stream or to be place in locations that may be subjected to high storm flows.

2.52 Pollution and Litter. Contractor shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.

2.52.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm flows.

2.52.2 The Permittee or its contractors shall not dump any litter or construction debris within the riparian/stream zone. All such debris and waste shall be removed from the worksite daily and properly disposed of at an appropriate disposal site.

2.52.3 Spoil sites shall not be located within a lake, streambed, or flowing stream

or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.

2.52.4 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the State. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.

2.52.5 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 100 feet of the high water mark of any lake, streambed, or flowing stream.

2.52.6 No equipment maintenance or fueling shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.

5-1.23 **PERMITS AND LICENSES.** Replace part 4 of Section 5-1.23 within the General Conditions with the following:

4. Professional Liability: Not required.

SECTION 6. PROSECUTION AND PROGRESS

6-1.04 PROGRESS SCHEDULE. Section 6-1.04A of the General Conditions is modified to delete the first sentence and replace with the following:

The Contractor shall submit to the Director, within ten (10) calendar days after date of the Notice to Proceed, a Preliminary Progress Schedule covering the Contractor's activities over the first thirty (30) calendar days of operation in detail and the remainder of the project summary.

6-1.04 PROGRESS SCHEDULE. Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than 30 Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07 TIME OF COMPLETION. Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 21 business days after receiving a Notice to Proceed and shall diligently prosecute the Work to completion. The Work shall be completed within the Time of Completion required by the Agreement.

If landscaping plants require an establishment period, that period will be 60 Days. Days and start of the establishment should be per the supplier planting instructions.

6-1.08 LIQUIDATED DAMAGES. Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is included in the Agreement.

SECTION 7. ACCEPTANCE AND PAYMENT

7-1.02 **SCOPE OF PAYMENT.** Section 7-1.02 of the General Conditions is amended to include the following:

Unless special payment is specifically provided in the Measurement and Payment Section, all incidental work and expense in connection with the Completion of Work Under the Contract will be considered a subsidiary obligation of the Contractor and all such costs shall be included in the appropriate items in the Schedule of Bid Items in connection with which costs are incurred.

[END OF SUPPLEMENTAL CONDITIONS]

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

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

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

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

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

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

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

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

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

its contractual obligations.

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

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

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

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

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

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

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

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

department.

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2.
The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.
If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

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SPECIFICATIONS

Project: 2021 Sewer Collection System CIPP Rehabilitation Project

SECTION 10

SUMMARY OF WORK

PART 1 - GENERAL

1.01 LOCATION OF WORK

A. The Work is located within the City of Roseville, in the areas shown on the Contract Drawings.

1.02 SCOPE OF WORK

A. The Work to be performed under this contract shall consist of rehabilitating approximately 13,395 lineal feet of wastewater pipe segments ranging in diameter from 6- to 15- inches, using Ultraviolet Cured-In-Place-Pipe (UV CIPP) lining method. The Work also includes rehabilitating existing 4-inch service lateral connections using UV curable and resin impregnated flexible brim-style lateral seals. All Work performed shall be completed with trenchless technology. The Contractor shall furnish all labor, materials, equipment and incidentals required to construct specified section of the 2021 Sewer Collection System CIPP Rehabilitation Project (Project), in conformance to the most recent version of City of Roseville Design and Construction Standards and as specified for the Contract Documents.

1.03 ABBREVIATIONS AND REFERENCES

AASHTO - The American Association of State Highway and Transportation Officials
ACI - American Concrete Institute
ADA - Americans with Disabilities Act
AGA - American Gas Association
AISC - American Institute of Steel Construction
AISI - American Iron and Steel Institute
ANSI - American National Standards Institute
API - American Petroleum Institute
ASCE - American Society of Civil Engineers
ASME - American Society of Mechanical Engineers
ASTM - American Society for Testing and Materials
AWPA - American Wood Preservers Association
AWS - American Welding Society

AWWA - American Water Works Association
CAMUTCD - California Manual on Uniform Traffic Control Devices
DIPRA - Ductile Iron Pipe Research Association
Fed. Spec. - Federal Specifications
IEEE - Institute of Electrical and Electronic Engineers
NCPI - National Clay Pipe Institute
NEMA - National Electrical Manufacturers Association
NFPA - National Fire Protection Association
OSHA - Occupational Safety and Health Act
SSPC - Steel Structures Painting Council

Where reference is made to a specification or standard by one of the above-mentioned or other associations, it is understood that the specification or standard in effect at the time of the bid opening shall apply.

1.04 CONSTRUCTION LAYOUT

A. The Contractor shall furnish at its own expense all stakes, templates, platforms, ranges, gages, equipment, tools, materials, and all labor required in laying out any and all parts of the Work based on information within the Contract Drawings and the physical location of existing sewer manholes, cleanouts and other appurtenances.

1.05 WORK SITE

A. The Contractor shall confine its operations within the limits of existing street rights-of-way or easements.

B. The Contractor shall coordinate easement access with the City's Inspector prior to entry.

C. In the event the Contractor finds it necessary to encroach onto adjoining private property, the Contractor shall make all necessary arrangements with the owner of the property for such encroachment. A copy of any written agreements entered into between Contractor and the property owner concerning encroachment onto private property shall be submitted prior to beginning any work on the property described in the agreement.

END OF SECTION

SECTION 20

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 GENERAL

A. All estimated quantities stipulated in the Schedule of Bid Items or other Contract Documents are approximate and are to be only used for the following purposes: (a) as a basis for estimating the probable cost of the Work, and (b) for comparison of the bids submitted for the Work. The actual amounts of work completed and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for Work and materials will be the actual amount of Work completed and materials furnished. Contractor agrees to make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually completed and materials actually furnished and the estimated amounts therefore as long as the difference is within 25% (+ or -) of the stated quantities within the Schedule of Bid Items.

B. Contractor shall take all measurements, if any, and compute all payment quantities (including, for lump sum items, all extensions and arithmetic calculations based on the accepted cost breakdown). The Engineer will verify and approve measurements and quantities.

C. Additional Payment requirements are contained in Section 7, Acceptance and Payment, of the General Conditions.

1.02 UNITS OF MEASUREMENT

A. Measurements shall be in accordance with United States Standard Measures.

1.03 UNIT PRICED ITEMS

A. Materials and items of work which are to be paid for on the basis of measurement will be measured in accordance with the method stipulated in the particular sections involved. In determining quantities, all measurements shall be made in a horizontal plane

unless otherwise specified. Measurement of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures, and the units of measurement for payment, and the limit thereof, shall be made as shown on the Contract Drawings, Specifications, General Conditions, and Supplementary Conditions.

1.04 LUMP SUM ITEMS

A. The quantities of work performed under lump sum bid items will not be measured except to evaluate percent complete for each lump sum bid item as determined by the Engineer to be necessary for the purpose of determining reasonable progress payments. Such measurement, as is determined to be necessary, shall be performed by the Contractor in accordance with Paragraph 1.03 of this Section, UNIT PRICED ITEMS.

PART 2 - DESCRIPTION OF BID ITEMS

2.01 GENERAL

A. The bid amounts for each bid item will be used for comparative bid analysis. The bid amounts will also form the basis of progress payments. Each Lump Sum bid amount will undergo further breakdown as described later in this section. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each bid item (work phase) as shown and specified.

2.02 BID ITEM 1 - Mobilization, DEMOBILIZATION, Bonds, Insurance, and PERMITs

A. Measurement for payment of mobilization, demobilization, bonds, insurance and permits costs shall be on a lump sum basis. The cost shall not exceed **8 percent** of the total amount of the Grand Total Bid Price.

B. Payment of the Lump Sum bid price shall be full compensation for all costs associated with initiating the Contract, exclusive of the cost of materials. Payment shall include compensation for all insurance, bonds, site preparation, photographs, furnishing of temporary

facilities, safety plans, submittals, permits (no fee required for City's permit) and in general the costs associated with establishing the Work on site to assure that it is proceeding in a continuous manner, including move out, repairs and restoration of all structures, and all other items in the jobsite that are damaged or altered as a result of the installation of the Work described in the Contract Documents, and final cleanup of job site after the Work is completed and accepted by the City.

2.03 BID ITEMS 2 through 5 – CIPP Liner

A. Measurement

1. Cured-In-Place Pipe (CIPP) of the size specified for each bid item in the Schedule of Bid Items will be measured in place on a linear foot basis. Measurement for payment does not signify that the line is accepted.

2. Measurement of pipelines will be along the horizontal centerline of the pipe to the inside face of structures.

3. Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes, unless otherwise specified. Contractor shall field verify the lengths in the field prior to curing, to insure that the tube will have sufficient length to extend the entire length of run.

B. Payment

1. Payment for furnishing and installing the CIPP liner will be made for the respective quantities as determined above at the unit price in the Schedule of Bid Items. This price and payment shall be full compensation for cleaning and preparing existing pipe (including Closed Circuit Television [CCTV] inspection and report that is to be submitted prior to installing the liner material), storing material, installing material, bypass pumping, removal and disposal of styrene and other hazardous air pollutant, inspection, CCTV inspection after installing liner, and all else incidental thereto, for which separate payment is not provided under other items in the Schedule of Bid Items.

2. Payment will be made only when the work has passed final inspections, which includes acceptance of CIPP liner corresponding hardening documentation, field sample testing, and post-installation CCTV, in addition to the surrounding work area restored to original

conditions. No proportional payment shall be made for pipe or other materials on the site but not yet installed and accepted.

2.04 BID ITEM 6 – Lateral Reinstatement

A. Measurement

1. Measurement for lateral connections will be on a per lateral basis for active laterals. Most service laterals will have a cleanout for access. Where a cleanout exist, Contractor shall reinstate the service lateral from outside the sewer main. In the case where a cleanout cannot be located, the Contractor shall reinstate the service lateral from inside the sewer main. The Contractor can assume 10% of all service laterals will be missing a cleanout.

B. Payment

1. Payment for lateral reinstatements will be made for the number of “active” service laterals connected as determined above at the unit price bid per the Schedule of Bid Items. This price and payment shall be full compensation for all work necessary to reinstate the lateral and all else incidental thereto for which separate payment is not provided under other items.

2.05 BID ITEMS 7 through 8 – Top Hat

A. Measurement

1. Top Hat of the size specified for each bid item in the Schedule of Bid Items will be measured on a per lateral installation basis. Measurement for payment does not signify that the Top Hat installed is accepted.

B. Payment

1. Payment for furnishing and installing brim-style lateral seal Top Hats will be made for the respective quantities as determined above at the unit price in the Schedule of Bid Items. This price and payment shall be full compensation for cleaning and preparing existing service lateral (including Closed Circuit Television [CCTV] inspection and report that is to be submitted prior to installing the Top Hat material), storing material, installing material, bypass pumping, removal and disposal of styrene and other hazardous air pollutant, inspection, CCTV inspection after installation, and all else

incidental thereto, for which separate payment is not provided under other items in the Schedule of Bid Items.

2. Payment will be made only when the work has passed final inspections, which includes acceptance of Top Hat corresponding field sample testing, and post-installation CCTV, in addition to the surrounding work area restored to original conditions. No proportional payment shall be made for pipe or other materials on the site but not yet installed and accepted.

2.06 BID ITEMS 9 through 17 – Traffic Control

A. Measurement

1. Measurement for payment of traffic control including traffic control plans shall be on a lump sum basis by Area as defined by the Drawings. Traffic control payments shall be paid progressively, per work completed during each payment cycle. The payments shall be pro-rated based on the percent of work completed, including pipe completely lined and laterals reinstated per payment cycle.

B. Payment

1. Payment of the Lump Sum price bid shall be full compensation for all costs associated with traffic control for pedestrian, vehicular, and homeowner safety including traffic control plans, submitted to Public Works Engineering for review and approval.

2.07 BID ITEM 18 – Quality Assurance Field Sample and Testing CIPP Liner

A. Measurement

1. Measurement for the each required Quality Assurance Field Sample and Testing will be on a per sample basis.

B. Payment

1. Payment of the each bid price shall be full compensation for all costs associated with the additional material required to obtain the sample, the cutting, the shipping, the testing, and the reporting of the test results for each required sample. This price and payment

shall be full compensation for all work necessary to provide required sample test result to the City. No payment will be made without verification of positive sample results by the Engineer. Payment will not be made for any sample that does not meet the specified requirements.

2.08 BID ITEM 19 – Quality Assurance Field Sample and Testing Top Hats

A. Measurement

1. Measurement for the each required Quality Assurance Field Sample and Testing will be on a per sample basis. Approximately 20% of Top Hats installed will require sample testing.

B. Payment

1. Payment of the each bid price shall be full compensation for all costs associated with the additional material required to obtain the sample, the cutting, the shipping, the testing, and the reporting of the test results for each required sample. This price and payment shall be full compensation for all work necessary to provide required sample test result to the City. No payment will be made without verification of positive sample results by the Engineer. Payment will not be made for any sample that does not meet the specified requirements.

END OF SECTION

SECTION 30

CONTROL OF WORK

PART 1 - GENERAL

1.01 GENERAL

A. Additional Control of Work requirements are contained in Section 2, Control and Scope of the Work in the General Conditions.

1.02 MAINTENANCE OF TRAFFIC

A. Contractor shall submit a traffic control plan (TCP) to the City of Roseville Public Works department (311 Vernon Street) at least three (3) weeks prior to commencing work within City streets. TCP shall conform to the most recent version of the California Manual on Uniform Traffic Control Devices (CAMUTCD).

B. Unless permission to close a street is received in writing from the proper authority, place all equipment and material so that vehicular and pedestrian traffic may be maintained at all times. If the construction operations cause traffic hazards, repair the road surface, provide temporary ways, or take other measures for safety satisfactory to the Engineer.

C. Where Work is within and/or immediately adjacent to any street, no materials may be stockpiled on the roadway.

D. Detours around construction will be subject to the approval of the Engineer. Where detours are permitted, provide all necessary barricades and signs as required to divert the flow of traffic. Expedite construction operations while traffic is detoured. Periods when traffic is being detoured will be strictly controlled by the City. At least one lane of traffic in each direction shall be maintained within the street.

E. Take precautions to prevent injury to the public due to open manholes or facilities. Night watchmen may be required where special hazards exist. Contractor shall be fully responsible for damage or injuries.

1.03 CARE AND PROTECTION OF PROPERTY

A. Parking of vehicles and equipment or storage of material on unpaved surfaces under the dripline of trees shall not occur at any time.

1.04 EMERGENCY AND PRIVATE ACCESS

A. Vehicle and pedestrian access to driveways, houses, and other properties along the streets, alleys, and easements within the limits of the Project shall be maintained. Access for emergency vehicles shall be available along all streets within the construction area at all times.

B. The Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the general public and property owners.

1.05 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

A. Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, public or private, including but not limited to poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, valves, sewers, manholes, drains and electric and telephone cables, whether or not they are shown on the Contract Drawings. Immediately repair any damage resulting from the construction operations.

B. Assistance will be given to the Contractor as requested in determining the location of existing services. Contractor shall maintain services to buildings and pay costs or charges resulting from damage thereto.

C. Contractor shall notify all utility companies in writing at least 48 hours (excluding Saturdays, Sundays and Legal holidays) before excavating in any public way. Also notify Underground Services Alert (USA), telephone (800) 227-2600 at least 48 hours prior to start of work.

1.06 WATER FOR CONSTRUCTION PURPOSES

A. In locations where public water supply is available, the Contractor may be allowed to use water after obtaining the appropriate permission.

B. The Contractor shall obtain a hydrant permit from the Environmental Utilities Department and pay the refundable deposit. The express approval of the Engineer shall be obtained before water is used. Waste of water shall be sufficient cause for withdrawing the privilege of unrestricted use.

1.07 MAINTENANCE OF FLOW

A. Provide a temporary installation to ensure that the flow of sewers and laterals, drains and water courses interrupted during the progress of the Work are provided alternate flow/conveyance routes in accordance with Section 50, Maintenance of Flow in Existing Sewers. Contractor shall consider design of bypass system in development of TCPs. In some cases, Contractor may need to install temporary trench with trench plates for bypass piping if located within roadways as determine by the City.

1.08 CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION

A. Scope of Work

1. The internal inspection of gravity lines by CCTV shall be required at all locations where CIPP lining is to be and has been installed, where new pipe has been installed, and where existing pipe is to be and has been repaired and/or replaced. This includes areas where point-repairs and lateral seal are to be and have been performed.

2. This Work shall consist of performing the following CCTV inspections for all Work:

   Pre-Lining Cleaning and Inspection: This CCTV inspection shall be performed prior to the lining operations or other required Work after all the necessary corrections to the pipeline have been made and final cleaning has been completed. The Contractor shall thoroughly clean pipe segment using industry methods such as hydro-flushing or equal, prior to initial CCTV inspection. It shall be the responsibility of the Contractor to verify the host pipe material and diameter based on pre-lining CCTV inspection. It is also the responsibility of the Contractor to inform the Engineer about damaged connections in which lateral seals cannot be properly installed, and any pipe bends or other issues that will prevent proper installation of CCTV liners.

During Lining: The light train shall be equipped with a CCTV camera for visual inspection of the resin curing process.

Post-Lining Mainline Pipe: This CCTV inspection shall be performed in the same direction as the pre-lining CCTV after the pipeline has been lined, the laterals have been reinstated, manholes are restored, and all other mainline lining operations including cleanup have been completed.

Post-Lining Lateral Inspection: Contractor shall televise the installed lateral seals ensuring a full inspection both of the main line edges and the lateral line seal.

3. For all CCTV inspections, the Contractor shall inspect the sewer pipe interior using a color CCTV camera and document the inspection in digital MP4 format with audio location and date information, inspection title information, and hard copy inspection logs. All inspection documentation shall include the upstream and downstream access manhole number identification, length of pipe inspected, date of inspection, and pipe material. Contractor shall provide a list and photographs for each of the access manholes where the CCTV camera will be inserted. Where imperfections in the pipe occur, the Engineer will utilize the industry acceptance criteria provided by NASSCO (National Association of Sewer Service Companies) regarding the size and orientation of these defects to be included in their CCTV inspection report submittal and in order to discern if they can be deemed as commercially acceptable. If they are not deemed acceptable they must be brought into compliance with this standard.

4. All pipes shall be clean and free of standing water and debris from construction prior to CCTV inspection. During the CCTV inspection, the Contractor shall provide temporary dry condition in the sewer pipelines. Bypassing requirements are as provided in Section 50, Maintenance of Flow in Existing Sewers.

5. Contractor shall submit and maintain a copy of all inspection documentation (USB Flash Drive, databases, and logs) for the duration of the Work and warranty period.

6. The Contractor shall provide experienced personnel NASSCO certified and trained in identifying pipe size and material, locating bends, breaks, obstacles and service connections by CCTV. The interior of the pipelines shall be carefully inspected to determine the location of any condition

which may prevent the proper installation of the liner into the pipeline or laterals. It shall be verified in writing to the Engineer so that these conditions can be corrected.

B. Preliminary Submittals

1. The Contractor shall submit the following information for review at the Pre-Construction Meeting: An example of their CCTV inspection work consisting of two USB Flash Drive in MP4 format or approved equal of previous sewer inspection work complete with audio commentary and hardcopy inspection log(s). Samples shall be with the same camera and lighting equipment proposed for this work.

2. The Contractor shall be responsible for modifications to their equipment and/or inspection procedures to achieve report material of acceptable quality. No work shall commence prior to approval of the material by the Engineer. Once accepted, the report material shall serve as a standard for the remaining work.

   Provide resume of experienced personnel that will be inspecting and documenting CCTV inspections. Include formal training including NASSCO Pipeline Assessment Certification Program Certification and prior experience for review and approval by the City. Work should not begin until the City has approved the CCTV personnel.

C. Submittals

1. The Contractor shall submit to the Engineer two (2) copies of unedited pre-installation inspection data (videos, inspection reports, etc., on USB flash drive) for every sewer main segment after cleaning and prior to lining prior to ordering of lining material. All inspections shall be recorded digitally and submitted in USB Flash Drive MP4 format or approved equal.

2. The Contractor shall submit to the Engineer, for acceptance and approval, two (2) copies of unedited post-installation inspection data (videos, inspection reports, etc., on USB flash drive) and associated curing reports for every sewer main segment within 10 working days of the liner installation. All inspections shall be recorded digitally and submitted in USB Flash Drive MP4 format or approved equal.

3. The Engineer will review the submitted material, not for accuracy of content, but to make sure that the required information is provided and the recording is of acceptable quality. If the Engineer determines that the CCTV is defective or not of adequate quality, the Contractor shall CCTV inspect again at the Contractor's expense.

D. CCTV Inspection Equipment

1. CCTV Camera(s) shall be intrinsically safe and shall be operative in 100 percent humidity conditions. The CCTV camera shall record in color digital MP4 format with audio or approved equal. Lighting intensity shall be remote controlled and shall be adjusted to minimize reflective glare. Lighting and camera quality shall provide a clear, in-focus picture of the entire inside periphery of the sewer pipeline. The camera shall have an articulated head and be adjustable for height in order to have the camera centered in the pipe being televised. The camera used shall have a lens system capable of turning in an angle equal to the angle of the lateral pipe, therefore ensuring a full inspection both of the main line edges and the lateral line seal. The camera shall have the capability of taking color still photos, and have pan and tilt capabilities.

E. USB Flash Drive

1. All CCTV inspection shall be recorded digital format or approved equal, DVD or VHS recording for transfer to digital will not be permitted. Two USB Flash Drives shall be submitted to the Engineer upon completion of the inspection. The audio portion of the recording shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report. If the Engineer determines that the recording is defective or not of adequate quality, the Contractor shall perform the CCTV inspection again at the Contractor's expense.

F. Footage Counter

1. A footage counter device, which measures the distance traveled by the camera in the sewer, shall be accurate to plus or minus 2 feet in 1,000 feet. This counter shall be displayed on the recorded image at all times while inspecting pipe.

G. Titling

1. Equipment shall include genlocking capabilities to the extent that computer generated data, (i.e., footage, date, size, address and location, provided City mainline identification, etc.) as determined by the City, can be overlaid onto the image on the television monitor and permanently recorded on the inspection video.

H. Inspection Methods

1. The Contractor shall record on the titling at the start of the inspection video, the street location, upstream and downstream manhole number identifications from the Contract Documents, date, and time of the inspection.

2. The Development Services Inspector (or the Engineer) shall be present at all video inspections and have access to observe the CCTV monitor at all times.

3. The system of cabling employed to transport the camera and transmit its signal shall not obstruct the camera's view.

4. It shall be the Contractor's responsibility to locate and retrieve any non-functional, failed and/or stuck CCTV equipment at their expense.

I. Inspection Direction and Rate

1. The camera shall be driven or pulled through the sewer in either direction, but all inspections at each location shall be in the same direction. Maximum rate of travel shall be 30 feet per minute when recording.

J. Image Perspective

1. The camera image shall be down the center axis of the pipe when the camera is in motion. The Contractor will be required to provide a 360-degree view of the pipe interior. Direct views of points of interest shall also be recorded and shall include, but not be limited to, lateral connections, defects in the new pipe (including, but not limited to, bumps, folds, tears, dimples, etc.).

K. Quality Control Review

1. The Engineer will review the inspection video and logs to ensure compliance with the requirements listed in this section and the other Contract Documents.

2. If the sewer line is not adequately cleaned or dewatered making the visual inspection inadequate in the opinion of the Engineer, the Contractor shall clean the pipe by hydro-flushing, bypass of flow and re-inspect by CCTV at the Contractor's expense.

3. Existing defects which may affect the integrity or strength of the pipe in the opinion of the Engineer will be repaired or the pipe replaced by City staff and re-inspected by CCTV for Engineer's review and approval at the Contractor's expense.

1.09 CLEANING OF THE SEWER LINES

Because of the age and possible condition of the sewer lines, the Contractor shall exercise extreme caution when cleaning the sewers.

A. Requirements

1. The Contractor shall clean the sewers specified for CCTV inspection, and rehabilitation. Remove all debris, roots, and grease accumulations to the specifications of the CIPP lining manufacturer and to the satisfaction of the Engineer. All materials dislodged during cleaning shall be removed from the sewer and disposed of by the Contractor. Sewer cleaning methods may include, but not be limited to, high pressure hydraulic cleaning. Contractor shall not wash, flush or discharge any debris from the sewer cleaning operation downstream of the setup point of cleaning operations.

2. During all cleaning cycles or other related work that requires the Contractor to operate a vactor within the sewer pipe (including cleaning of all the pipe segments after restoring services), all service clean-out caps shall be removed (opened). The cost associated with cap removal shall be the Contractor's sole responsibility and shall be included in the cost the Contractor bids for cleaning and lining the pipe. The City will not allow separate work claims to be filed by the Contractor for removing and replacing caps.

3. The maximum allowable vactor pressure the Contractor intends to use should be communicated to the City (for approval), prior to the Contractor commencing with the cleaning operation.

4. CCTV inspection is required following cleaning operations to confirm debris and/or grease removal. If, during the CCTV inspection, the sewers and manholes are not, in the opinion of the Engineer, adequately cleaned, the CCTV inspection shall stop and the areas in question shall be cleaned, or re-cleaned and re-CCTVed by the Contractor at their expense.

B. Major Blockage

1. A major blockage shall be defined as an obstruction within the sewer, which cannot be removed by cleaning with commercially available hydraulic or mechanical cleaning equipment. If a major blockage is discovered during cleaning, Contractor shall submit a proposed method for major blockage removal to the Engineer for approval.

a. Hydraulic and Mechanical Cleaning

i. All hydraulic cleaning equipment shall be truck mounted. Water jet cleaning equipment shall include a water tank, auxiliary engine, pumps, and hydraulically driven hose reel. The Contractor shall provide a minimum of 600 feet of high-pressure hose and a selection of high velocity nozzles, each having a minimum flow capacity of 60 gallons per minute at working pressures of 1000 to 1500 pounds per square inch. Pressure to the nozzle shall be regulated by a relief valve adjustable from 1 to 1500 psi. Nozzles shall be capable of producing a jet stream angle of 15 to 45 degrees from the horizontal. The Contractor shall also provide a high velocity gun with sufficient discharge and pressure to thoroughly clean manhole interiors.

ii. Sewer pigs and tires, which are propelled by water, shall be readily collapsible at any time during the cleaning operations to protect against flooding of the sewer lines. The Contractor shall provide pigs in sizes consistent with the pipe diameters encountered. Each pig shall have a flexible scraper at its periphery to ensure the total removal of grease. Sewer pigs, which are not readily collapsible, are prohibited.

iii. Mechanically powered equipment such as bucket machines shall be provided in pairs and shall be belt-driven or employ an overload device. Power rodding machines shall be a "continuous rod" type capable of rodding distances of up to 1000 feet in one setup. Rodding machines shall have the ability to spin the rod either clockwise or counterclockwise and be able to be pushed straight out or pulled back without rotating the machine. It shall be capable of pulling pipe-size swabs or brushes back through the sewer for cleaning and flushing purposes. The rodding machine shall have a positive drive and shall be capable of producing a 2000-pound pull. The rod shall be specifically designed for use with the rodding machine.

b. Root Removal

The Contractor shall employ sewer cleaning equipment to cut all roots encountered back to the pipe surface.

c. Debris Removal

The Contractor shall provide suitable equipment to remove all debris dislodged during cleaning operations from the nearest downstream manhole. Equipment or methods, which require a member or members of the Contractor's crew to physically excavate debris from within the manhole, is prohibited. All debris shall be promptly removed from the sewer from the nearest manhole and shall be disposed of off-site in a lawful manner at a location approved by the Engineer. Hauling containers shall be watertight. The City’s Dry Creek Wastewater Treatment Plant located at 1800 Booth Road in Roseville is available for disposal of debris. Arrangements shall be made with City staff.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

A. The Contractor shall at all times conduct their Work so as to prevent any blockage and minimize surcharging in the sewer manholes and connecting sewer pipelines. Damage to existing facilities as a result of the Contractor's work shall be promptly repaired in kind at the Contractor's expense. It shall be the Contractor's responsibility to locate and retrieve any lost or broken cleaning equipment at their expense. Any damage resulting in or repairs required from lost or broken equipment shall be at the Contractor's expense.

B. The Contractor shall select the most effective cleaning method using current industry standards and according to the prevailing site condition.

C. During cleaning operations, the Contractor shall provide a means of catching and removing the dislodged debris and/or any resin (from the liner installation process, the cutting process and cleaning operations) conveyed downstream with the sewer flow. The method chosen shall not allow the transport of debris to downstream and adjacent sewer reaches.

D. Re-cleaning. Where the sewer is not adequately cleaned as determined by the Engineer through pre-lining CCTV inspection review, Contractor shall remove all equipment or materials from the sewer, re-clean and re-CCTV the sewer at no additional expense to the City.

END OF SECTION

SECTION 40

SPECIAL PROVISIONS

PART 1 - GENERAL

1.01 CONSTRUCTION SEQUENCE

A. Contractor to complete all Work in any one Area before starting any other portion of the Work.

1.02 GENERAL OBLIGATIONS OF THE CONTRACTOR

A. General obligations of the Contractor shall be as set forth in the Contract Documents.

1.03 SITE INVESTIGATION

A. The Contractor is responsible to verify existing conditions within the Work area, the type of equipment required to perform the Work. Any failure of the Contractor to acquaint itself with the available information will not relieve the Contractor from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Engineer assumes no responsibility for any conclusions or interpretation made by the Contractor on the basis of the information made available by the Engineer.

1.04 COORDINATION WITH LOCAL AGENCIES

A. Contractor shall supply the Local Police Department, Fire Department, School Departments, and the Public Works Department with the following information:

1. A list of streets and intersections where work will be in progress to be supplied at intervals as required by the Engineer.
2. Areas where approved detours are in effect, if any.

B. Reimburse the City for the actual cost of the services of City's personnel required during other than regular working hours.

1.05 PUBLIC UTILITIES

A. Contractor shall notify Underground Services Alert (USA), telephone (800) 227-2600 at least 48 hours before digging, trenching, blasting, demolishing, boring, backfilling, grading, landscaping or other earth moving operations in any public ways, rights of way and easements.

1.06 PROGRESS SCHEDULE

A. Contractor shall submit a progress schedule before starting any Work, in accordance with 6-1.04 of the General Conditions.

1.07 PERMITS

A. Contractor shall obtain all necessary permits required for proper execution of the Work. Contractor shall fill out all forms and furnish all documentation required to obtain the permits. A copy of each permit shall be submitted. The cost of fees for permits issued by the City of Roseville will be waived. Work shall not commence on any phase of the Work requiring a permit until the permit is obtained.

B. Obtain required encroachment permits for excavations within streets or sidewalk areas.

C. For all work performed within a riparian area dedicated by the California Department of Fish & Wildlife, the Contractor shall work in accordance to the Avoidance and Minimization Measures of the City's Streambed Alteration Agreement For Routine Maintenance (Notification No. 1600-2016-0099-R2) as set forth in the Contract Documents.

END OF SECTION

SECTION 50

MAINTENANCE OF FLOW IN EXISTING SEWERS

SECTION 1. GENERAL

1.01 SCOPE OF WORK

A. The Work covered by this Section consists of furnishing all labor, supervision, tools, equipment, appliances, and materials to perform all operations in connection with pumping of wastewater and wet weather flows around pipe segment(s) when bypass pumping is required. The purpose of bypass pumping is to prevent sewage overflows and provide reliable sewer service to the users of the sanitary sewer at all times. The Contractor shall maintain sewage flow in the construction area in order to prevent back-up and/or overflow into upstream pipe segments and laterals, adjacent ditches, storm drains, and waterways.

B. Bypass pumping is the installation and operation of bulkheads, plugs, hoses, piping, temporary manholes and sumps, and pumps to maintain wastewater flow and prevent backup and overflow. Bypass pumping provides continuous sewer service to the users of the sanitary sewer system while maintenance or construction operations are in progress by diverting flow when necessary around the construction location and pumping it to a downstream manhole

C. Protections:

1. All bypass flows shall be discharged as approved by the Engineer. No bypassing to the ground surface, receiving waters, storm drains, or bypassing which results in soil or groundwater contamination or any potential health hazards shall be permitted.
2. All pumps, generators, and other equipment shall be placed on new plastic tarps to protect against gasoline, oil, and hydraulic fluid spills.
3. Bypass pumping shall be done by the Contractor in such manner as will not damage public or private property or create a nuisance or health menace.

D. Contractor’s Responsibilities:

1. Sanitary sewer mains shall remain in service at all times throughout the duration of the Work. Contractor shall be

responsible for diverting flow away from the limits of construction through the use of bypass pumping with prior approval by the Engineer.

2. Contractor shall maintain pedestrian and vehicular traffic and comply with ADA regulations for access to all residential and commercial property unless written approval is otherwise obtained from the property owner allowing for reduced access.
3. Contractor shall repair, without cost to the City and/or private property owner, any damage that may result from their negligence, inadequate or improper installation, maintenance and operation of bypassing system, including mechanical or electrical failures.
4. Contractor shall be responsible for immediate cleanup should any spill occur, regardless of amount and reimburse the City for any litigation fee or fine resulting from sanitary sewer overflow.

1.02 FLOW CONDITIONS

B. The Engineer has determined current (approximate) peak wet weather flows for the pipe segments to be rehabilitated. The flow data is listed on within the Drawings. The City is not responsible for any deviations in quantity of sewage flow at any time during the construction period.

1.03 BYPASS PUMPING SYSTEM DESIGN CRITERIA

C. Design a system of pumps and piping operating on site to maintain a minimum 50% over capacity of the peak wet weather flow. All piping, joints, and accessories shall be designed to withstand at least twice the shutoff head of the pump.

D. Contractor shall have a standby pump, equal in capacity to the largest pump in the system, piped, plumbed and ready for operation. Standby pumps shall be fueled and operational at all times.

E. The Contractor shall maintain onsite a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, hoses and other parts of system hardware to ensure immediate repair or modification of any part of the system as necessary.

F. Discharge manifolds are acceptable.

G. Intake manifolds are not acceptable. Use separate intakes for each pump with debris control. Provide adequate intake line spacing (center to center) to avoid vortexing.

H. Provide a float switch, battery operated high level alarm with notification to cell phones and warning light.

I. Provide redundant air release valves.

J. Provide enough fuel to sustain an 8-hour bypass.

K. Provide odor control as required.

L. Engines shall be equipped with mufflers and/or plywood/Styrofoam noise panels enclosing the engines to meet maximum noise requirements.

1.04 SUBMITTALS

A. Submittals shall comply with the requirements in the Contract Documents.

B. The Contractor shall submit a written plan and drawings for the design, implementation and sequencing of bypass pumping for review and approval of the Engineer. A plan for each line segment(s) around which flows are being bypassed is required. The plan shall include but not be limited to details of the following:

1. Project information including the project name and location (from plan cover sheet).
2. Contact information for general contractor/submitting entity. Company name, contact person (24 hours per day), phone number(s), and fax number(s) shall be included.
3. Staffing plan.
4. Sufficient detail to show the location, number and size of pumps; the number, location, size and type of hoses and/or rigid piping; and the location of the downstream discharge. Any special features including lighting where pipes or hoses cross roadways, drainage features, temporary trenches, support bridges, etc. Temporary manholes, sumps, and connections required for bypass pumping.
5. Staging areas for pumps including a schematic showing the arrangement and layout of the pumping and bypassing facilities at various stages in the Work.
6. Sewer plugging method and types of plugs.

7. Proposed plan for disruption of sewer service laterals.
8. Calculations for selection of bypass pump(s) and pipe size(s) based on wastewater flows, including static lift, friction losses, and flow velocity, and pump curves showing pump operating range.
9. Length, size, material, location, elevation and method of installation of suction/discharge, temporary manholes, or temporary sumps (if required).
10. Pump manufacturer, model, sizes, capacity, and number of each size to be on site and power requirements.
11. Standby power generator size and location.
12. Downstream discharge plan, including method of covering manhole opening and securing manhole from the public.
13. Method of protecting discharge manholes or structures from erosion and damage.
14. Thrust and restraint block sizes and locations.
15. Sections showing suction and discharge pipe depth, embedment, select fill and special backfill.
16. Proposed noise control and exhaust control plans for pumping equipment.
17. Any temporary pipe supports and anchoring required.
18. Schedule for installation of and maintenance of bypass pumping lines.

C. Approval of submitted plans for sewer connection and temporary rerouting shall in no way relieve the Contractor of their responsibility for the protection of adjacent properties, downstream drainage systems and water tributaries against sewage spill.

SECTION 2. PRODUCTS

2.01 EQUIPMENT AND MATERIALS

A. Internal and/or external bypass pumping operations shall use 100% leak-proof pipe such as yellow mine or HDPE with positive restrained joints. Discharge hose will only be allowed in short sections and by specific permission of the Engineer. Lay-flat type hoses are prohibited.

B. All pumps shall be fully automatic and solids handling, self-priming or submersible pumps in good working order with a working pressure gauge on the discharge. Self-priming pumps shall not require the use of foot-valves or vacuum pumps in the priming system. All pumps used must be constructed to allow dry running for long periods of

time to accommodate the cyclical nature of effluent flows. The Contractor shall provide the necessary start/stop controls for each pump. A back- up pump of the same capacity as the primary pump shall be maintained on site at all times to be used in the event that the primary pump fails. No wastewater shall be allowed to drain or stand in earthen sump pits.

C. The Contractor shall be required to demonstrate that the pumping system is in good working order and is sufficiently sized to successfully handle flows by performing a test run approved by the Engineer prior to beginning the Work. All discharge piping shall pass an air test of 3.5 psi for a minimum of 60 seconds.

D. The Contractor shall be required to have all materials, equipment, and labor necessary to complete the repair or replacement on the job site prior to isolating the wastewater manhole and beginning bypass pumping operations.

SECTION 3. EXECUTION

3.01 CONSTRUCTION METHODS

A. Maintain sewage flow to prevent backup or overflow onto streets, yards and unpaved areas or into buildings, adjacent ditches, storm drains, and waterways. The Contractor shall take all necessary steps to prevent flooding of public or private property. Maintaining flow inside the existing pipe during rehabilitation operations is preferred.

B. It is the sole responsibility of the Contractor to locate and identify all existing sewer lines and services and to provide any and all labor, material, equipment, techniques, and methods to bypass pump as necessary for his construction methods and to monitor the effectiveness of this installed system and its effect on adjacent facilities.

C. Any time the bypass pump(s) are operating, an experienced operator shall be on site to monitor the operation: adjust pump speed, valves, etc.; maintain and make minor repairs to the system; and report problems.

D. Pumps must be inspected daily for ragging. Discharge piping must be inspected daily for ragging.

E. Where work requires bypassing beyond working hours, the Contractor shall operate bypass pumping and man the system for twenty-four (24) hours per day.

F. Spill protection and secondary containment is required for the temporary flow management system (including piping and pumps). This shall include diapers at all pipe joints.

G. Pumps shall be sound attenuated to produce no more than 70 decibels at a distance of 20 feet.

H. Temporary plugs used for bypass pumping shall be reinforced with secondary plugs in the event that the primary plug is compromised. Plugs shall be redundantly tethered to ensure that they are not lost in the wastewater collector system. Deviations from these requirements will be reviewed by the Engineer.

I. Plugs shall be properly maintained and fully operational during all bypass pumping activities.

J. Contractor is responsible for retrieving any bypass pumping equipment, including temporary plugs that enter the wastewater system.

K. Contractor shall ensure that no damage will be caused to private property as a result of bypass pumping operations. Access to adjacent properties shall be maintained at all times. Ramps, steel plates, or other methods shall be employed by the Contractor to facilitate traffic over surface piping. High traffic commercial properties may require alternate methods.

L. Protect equipment and piping from vandalism and vehicular damage.

M. Contractor shall complete the Work as quickly as possible and satisfactorily pass all tests, inspections, and repair all deficiencies prior to discontinuing bypass pumping operations and returning flow to the sewer manhole or line segment.

N. The Contractor will monitor levels to ensure the system does not surcharge above allowable levels.

O. During bypass pumping, do not allow sewage to be leaked, dumped, or spilled in or onto any area outside of the existing sanitary sewer system.

P. In the event of accidental spill or overflow, immediately stop the discharge and take action to clean up and disinfect the spill. Promptly notify the City so that required reporting can be made to the appropriate regulatory agency.

Q. In the event of accidental spill or overflow, the Contractor is responsible for any damages that may have occurred to public or private property including cleaning, disinfection, and other corrections to the satisfaction of the Engineer at no cost to the City.

R. Contractor shall not intentionally damage, alter, or remove portions of the existing sewer system structures for the purpose of installing a bypass pumping system without specific approval from the Engineer or Inspector. If a structure is damaged, it shall be reconstructed or replaced to the satisfaction of the Engineer at no additional cost to the City.

S. The Contractor shall be responsible for any and all damage that results directly or indirectly from the interference of storm water runoff to bypassing equipment, piping, and/or appurtenances.

T. When bypass pumping operations are complete, prior to breaking down bypass ramps and/or hard piping, all pumps and piping shall be drained into the sanitary sewer prior, flushed with clean water until all discharge is clear. Once flushed, hard piping shall be pigged using air to remove water.

U. After the work has been completed, flow shall be restored to normal.

3.02 CONTRACTOR'S RESPONSIBITILITIES REGARDING SANITARY SEWER OVERFLOWS

A. The Contractor shall ensure that raw sewage will not spill on the ground or into any bodies of water, channels, creeks, or conduits of conveyance of storm water during the performance of this work. The Contractor is responsible for any sewer discharge to the surface due to failure of any component of the bypass pumping system, including but not limited to pumps, pipes, hoses, instrumentation, and power loss. Prior to removal of the bypass pumping pipe, the Contractor shall empty all sewage into the sewer system

B. The Contractor shall be responsible for and shall indemnify and hold the City harmless for any sanitary sewer overflow occurring as the result of the work performed.

C. The Contractor is responsible for and shall indemnify and hold the Owner harmless for any sanitary sewer discharge to the environment due to a failure in the equipment and/or bypassing operation.

D. In the event of a sanitary sewer overflow, the Contractor shall contact the City's representative immediately. If there is a sanitary sewer discharge to the environment due to a failure in the equipment and/or bypassing operation, the Contractor shall reimburse the City all costs related in any way to compliance with laws, regulatory requirements, and/or court orders and decrees associated with the overflow or discharge event. The costs include but not limited to water quality monitoring, signage, cleanup, fines, legal fees, claims and reporting.

1. In the event that the peak flows during the bypass pumping operation exceed the projected peak flow figures previously provided by the City and a sanitary sewer overflow event occurs when the Contractor's equipment is operating correctly, the Contractor will not be held liable for the sanitary sewer overflow or discharge.

3.03 SCHEDULING

A. Service to laterals may be disrupted for a period of no more than 8 hours. Laterals within residential areas may only be out of service between the hours of 8:00 am and 5:00 pm, Monday through Friday. Laterals within business areas shall be addressed on a case by case basis. If Contractor feels that it is necessary to disrupt lateral services for a period longer than 8 hours, Contractor shall provide alternate means of service without disrupting use of the service by the owner/resident.

B. The Contractor shall submit a written bypass plan and drawings for review and approval of the Engineer at least 21 days before installation of the bypass system.

C. The Contractor must coordinate maintenance of existing flow with the City and obtain approval of Work associated with maintaining existing flow from the City at least one week prior to the implementation of bypass operations.

D. The Contractor shall notify the Engineer 48 hours prior to commencing or shutting down any approved bypassing pumping operations.

E. The Contractor shall perform leakage and pressure tests of the bypass pumping discharge piping using clean water prior to actual operation. The pressure shall comply with these specifications. The Engineer will be given 24 hour notice prior to testing.

F. The bypassing system shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer.

G. Contractor or Subcontractor responsible for bypass pumping shall have a representative on site whose only duty is to maintain and monitor the bypass pumping system until the bypassing of that specific pipeline is no longer required.

H. The Contractor shall report any bypass pumping activities not included in the submitted plan to the Engineer prior to proceeding with these activities.

I. The Contractor shall cease bypass pumping operations when directed by the Engineer.

END OF SECTION

SECTION 100

SITE PREPARATION

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Contractor shall furnish all labor, materials and equipment required and perform all site preparation to provide access to the manholes and cleanouts to complete the Work as shown on the Drawings and as specified herein.

B. Contractor shall obtain all permits required for site preparation work prior to proceeding with the Work.

C. Full compensation for furnishing all labor, materials, tools, equipment, incidentals and permits, and for doing all Work involved in this section shall be considered as included in the prices paid for various contract items of Work; therefore, no additional compensation will be allowed.

END OF SECTION

SECTION: 220

FIBERGLASS/ULTRAVIOLET LIGHT CURED-IN-PLACE PIPE (UV CIPP)

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. This section covers the work necessary to furnish and install, complete and place, glass fiber reinforced flexible liner cured-in-place pipe and brim-style lateral seal (Top Hat) with ultraviolet light (UV CIPP) for the rehabilitation of 6 to 15-inch diameter wastewater pipe mainline segments and 4-inch diameter laterals installed using “Trenchless Technology”, i.e., no excavation or surface restoration is necessary for this Work.

B. The Contractor shall furnish all labor, equipment, incidentals, and materials necessary to complete the lining of sanitary sewers as specified herein and as shown on the Drawings in conformance to the most recent version and amendments of City of Roseville Design and Construction Standards and as specified in the Contract Documents.

C. The Work includes the review of preparation of the construction site, cleaning, flushing and pre-lining inspection (CCTV) of pipes and manholes, bypass pumping of sewage flows in mains and service laterals, protection of existing facilities, installation of CIPP lining, CCTV inspection prior to curing, UV curing of CIPP liner, styrene and hazardous gas removal, pipe sealing and finish work at manholes, reinstatement of service connections, cleaning of pipe segments after restoring services, quality control required testing, post-lining CCTV inspection, protection of the site and personnel during the life of the Contract, installation of warning lights and barricades, traffic control, dust control and maintenance of detours, cleanup of the work site, repair or replacement of any damaged surfaces such as paving, seeding, sodding and graveling.

D. It is the intent of this specification to provide for the reconstruction of sanitary sewer mains by the installation of a resin-impregnated, glass fiber reinforced flexible liner that is pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline/conduit by air pressure into the existing gravity sewer line. The liner shall be cured with ultraviolet (UV) light and the finished UV CIPP shall be such that when the resin cures, the total wall thickness shall be a homogeneous and monolithic fiberglass and resin composite matrix chemically resistant to withstand internal exposure to municipal wastewater. When formed, the liner shall extend over the length of the pipe between manholes in a continuous, tight fitting, watertight pipe-within-a-pipe. The UV CIPP liner shall be designed assuming a fully deteriorated pipe.

E. Refer to the Proposal Section in the Project Manual for Superintendent's Minimum Training and Experience/Qualification requirements.

1.02 REFERENCED STANDARDS

The following standards are incorporated into this technical specification by reference. In case of conflict between the requirements of this section and those of the listed documents, the more stringent requirement shall prevail.

A. American Society for Testing and Materials (ASTM)

ASTM F2019:	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)
ASTM F1216:	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
ASTM F1743:	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
ASTM D5813:	Standard Specification for Cured-in Place Thermosetting Resin Sewer Piping Systems
ASTM D543:	Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents and Testing Method of Plastics to Chemical Reagents
ASTM D578:	Standard specifications for Glass Fiber Strands
ASTM D638:	Standard Test Method for Tensile Properties of Plastics
ASTM D790:	Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
ASTM D1600:	Abbreviations of Terms Relating to Plastics
ASTM D2990:	Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

ASTM C581: Standard Practice for Determining Chemical Resistance of Thermosetting Resins Used in Glass Fiber Reinforced Structures, Intended for Liquid Service

B. International Standards Organization (ISO)

ISO 11296-4 – Plastics Piping Systems for renovation of underground non- pressure drainage and sewerage networks – Part 4; Lining with Cured-in-Place Pipes

ISO 178 – Plastics - Determination of Flexural Properties

ISO 899-2 – Plastics – Determination of Creep Behavior

ISO 7685 – Glass Reinforced Thermosetting Plastics (GRP) Pipes – Determination of Initial Specific Ring Stiffness

1.03 QUALITY ASSURANCE

A. Work performed under this section shall conform to the Contract Documents and shall comply with all standards, rules and regulations, laws and ordinances of the City and all other authorities having jurisdiction, as amended. That which is necessary to make the Work comply with the above requirements shall be provided without additional cost to the City.

B. A pre-liner shall be added during manufacturing to protect the resin from contact with water.

C. The finished UV CIPP liner shall be continuous over the entire length of run between two manholes and shall be free from visual defects and other acceptance requirements included in paragraph 3.17 of this section. The finished liner shall meet or exceed the requirements of Section 2.02-Liner Design Criteria of this specification.

D. The Contractor shall keep a log (on-site) and shall document curing scheduling and UV exposure during the installation of the pipe liner. The Contractor shall submit this information to the City's Engineer.

E. The Contractor shall televise the installed liner before curing of the liner and after existing services have been reconnected and manhole work has been completed per the CCTV Inspection requirements in Section 30. The Contractor shall repair all damages or other items not meeting the Acceptance Requirements under paragraph 3.17 of this section that are identified at its own expense.

F. Refer to paragraph 3.17 in this section for acceptance requirements.

1.04 SUBMITTALS

A. In addition to the experience and certification requirements submitted for the Superintendent with the bid, the Contractor's staff experience shall meet as a minimum the following requirements and shall be submitted prior to the start of construction. A least one of the submitted and approved staff members for each category below shall be onsite doing the Work at all times. The inability to document such experience may be grounds for rejecting the Contractor's proposed staff:

1. Installer(s): At least one (1) person other than the Superintendent shall have a minimum experience of installation of at least 5,000 LF of 6-inch or greater CIPP in the last three (3) years.

2. Lateral Cutter Technician(s): A minimum project experience of reinstating at least 150 laterals in the last three (3) years.

B. Before any pipe rehabilitation products are delivered to the job site, the Contractor shall submit to the Engineer a complete list of all material proposed to be submitted, furnished and installed. The Contractor shall not permit the commencing of the fabrication of the UV CIPP tubes for this Project or any sewer lining component to be brought onto the job site until it has been approved via submittal response by the Engineer. The following information shall be submitted:

1. UV CIPP System Manufacturer's certification that the materials to be used on the project meet the appropriate qualifications-based requirements of ASTM D5813 for the type of UV CIPP System proposed. Included in this certification package shall be the Manufacturer's recommendations for the shipping, storage and handling of all the components of the UV CIPP System throughout the construction process; as well as the Manufacturer's recommended UV-light intensity level(s) and exposure times for the initiator chemistry used and the internal pressure(s) to be used throughout the various phases of the installation process. Manufacturer must be ISO 9001 certified.
2. UV CIPP System Manufacturer's product specific data for the resin and initiator chemistry system, including:

    a. Resin trade name with formulation specific numbering.

    b. Resin Infrared Spectrographic documentation.

    c. Resin physical properties testing documentation; Short-term

(Initial) Flexural Strength and the Short-term (Initial) and Time Dependent Flexural Modulus obtained in accordance with the appropriate ASTM Standard for the UV CIPP product being installed.

d. Safety Data Sheets (SDSs) for all hazardous chemicals used or expected to be on-site.

3. UV CIPP System Manufacturer's product specific data for the glass fiber tube for this Project; including the maximum allowable pulling force that will not damage the tube or compromise the physical properties of the finished UV CIPP.

   a. Tube trade name with fabrication specific numbering.

   b. Finished UV CIPP physical properties testing documentation (results of the qualification-based testing) using the resin system above with the proposed tube construction: Short-term (Initial) Flexural Strength and the Short-term (Initial) and Time Dependent Flexural Modulus in accordance with the appropriate ASTM or ISO standard.

4. System Manufacturer's UV CIPP product specific qualification-based testing to further verify the in-ground performance requirements.

   a. Strain Corrosion Resistance testing documentation using the submitted resin system for any UV CIPP product proposed that incorporates a fiber-reinforced tube construction; having a demonstrated minimum retention factor for the design life requirements contained later herein.

   b. Chemical Corrosion Resistance testing documentation per paragraphs 6.4.1 and 6.4.2 of the ASTM standard D5813 for all types of UV CIPP construction.

5. Manufacturer's product specific information on the pre-liner or outer polymeric membrane (film) designed to encapsulate the resin system in the tube and provide for a water-tight, styrene emission abatement barrier on this Project. Also included shall be specific information on the inner polymeric membrane, whether permanent or temporary, that is designed for the UV CIPP System's installation process which should be designed to provide for the abatement of any styrene gas, volatile organic compounds (VOCs), and hazardous air pollutants (HAP) emissions during the transportation and installation process.
6. Manufacturer's product specific data and instructions for all end sealing materials and grout to be used at the manholes. Material

shall be shown in the product literature to be compatible with (or formulated for) the environmental service conditions of the manhole/pipe being lined and capable of serving for the design life of the UV CIPP liner installed.

7. Contractor’s satisfactory written certification of compliance with the manufacturer's standards for all materials and conformance with the methods of the manufacturer and ASTM requirements.
8. Design calculations for the reach specific wall thickness designs in accordance with accepted engineering design methodologies for the pipe geometry of the pipe structure. Calculations shall be completed and sealed by an engineer with a demonstrated proficiency in the design of UV CIPP (i.e. close-fit un-bonded liners) and licensed in California. Calculations shall follow the UV CIPP Design Criteria described later herein. Favorable review of the design calculation by the Engineer is required prior to liner manufacturing.
9. Test data for third party, long term Flexural Creep Modulus in accordance with ASTM D2990 and this section.
10. Project Work Plan including:

    a. Work sequence and schedule duration for all required Work.

    b. Listing and layout of equipment to be used on site.

    c. Designated storage location that will protect the liner from pre-mature curing prior to installation.

    d. Odor control plan that will ensure that project specific odors will be minimized at the project site and surrounding area.

    e. Detailed method for addressing field sampling requirements, including location and size of each sample, method of removal, and method of liner repair.

    f. Detailed method for addressing resin and catalyst mixing, sampling and quality assurance testing requirements during the wet-out process.

    g. The method and equipment used to reinstate connecting sewers.

    h. Manhole connection details including how the liner/manhole connection will be sealed.

    i. Emergency Plan that includes the following and shall be kept on site during the entire duration of active UV CIPP installation:

    j. The procedures that will be followed in event of a health and safety emergency, pump failure, sewer overflows, service backups, and sewage spillage.

k. Addresses the dangers associated with sewer rehabilitation work.

l. Identifies the on-site designated Health and Safety Officer.

m. List of the rehabilitation equipment that shall be inspected on daily basis.

n. Description of proposed methods and equipment to be used to repair unacceptable UV CIPP defects and for removing failed UV CIPP. These shall be as developed by the UV CIPP System manufacturer to ensure that the required service life of the UV CIPP will still be achieved after the repair(s) is/are made. These repairs shall not be implemented without approval of the Engineer.

o. The Emergency Plan shall also include availability and accessibility of backup equipment such as air compressors, light train components, and lateral cutters.

11. Shop drawings which detail short and long term properties (providing all supporting test data) of all component materials and construction.
12. Inspection log of existing pipe inside diameters for liner fit.

C. The Contractor shall submit the following within an Area Work Plan at least 21 days prior to starting Work in each Area:

1. Contractor's UV CIPP installation site plan including site layout, field verified reach lengths, equipment location, access points, termination points for each reach, and method of UV CIPP insertion (e.g. pulled-in-place).
2. List of identified insertion manholes and inspection logs for each manhole.
3. Preliminary CCTV video inspection per Section 30.
4. Specific Traffic Control Plans and Detailed Bypass Plan by Area per Section 30 and Section 50.

D. The Contractor shall submit to the City's Engineer the following information for each UV CIPP reach within seven (7) calendar days of installation of the UV CIPP:

1. Hardening Documentation (Curing Logs): This documentation shall be in the form of a log of the light intensity(s) and length of exposure time as the light train moves along the length of the subject reach of pipe. This log shall also be imprinted with the air pressure maintained inside of the liner during the hardening process. The data shall be recorded in a digital format that is tamper proofed per this section and Section 30.

E. The Contractor shall submit the following information prior to Final Acceptance:

1. Documentation demonstrating that the required quality control plan for each reach of UV CIPP installed was properly executed. Include documentation from pre, during, and post installation CCTV Inspections.
2. Documentation of the test results from the Quality Assurance samples taken of the installed UV CIPP demonstrating compliance with the Manufacturer's stated Short-term Flexural Strength and Flexural Modulus; and with the minimum finished wall thickness of 3 mm.
3. Documentation of any corrective actions that were taken to address any defects and/or cosmetic blemishes to the UV CIPP that was required of the Contractor following the UV CIPP System Manufacturer's recommendations and as approved by the Engineer.
4. Warranty per paragraph 1.07 of this section.

1.05 PRODUCT HANDLING

A. Protection: The Contractor shall use all means necessary to protect sewer lining materials before, during and after installation and to protect the installed work and materials. In the event of damage, immediately make all repairs and/or replacements necessary to the approval of the Engineer, at no additional cost to the City.

1.06 EXISTING SEWER SYSTEM

A. Active Sewers: The Contractor shall maintain in operating condition all active sanitary sewers encountered in the sewer lining installation.

B. Connections to Existing Sewers and Manholes: The Contractor shall make all required connections to existing sewers and manholes and carry out such work in accordance with these Contract Documents. Extreme care to prevent debris from entering into existing sewers to be lined shall be exercised.

1.07 WARRANTY

A. The Contractor shall warrant all work to be free from defects in workmanship and materials for a period of one (1) year from the date of final acceptance of all Work by City Council.

B. During the warranty period, any defects which will affect the integrity or strength of the UV CIPP, collect solids, reduce hydraulic flow capabilities, or reduce CCTV or cleaning access of the lined collection pipes shall be repaired at the Contractor's expense in a manner mutually agreed upon by the City and the Contractor.

PART 2 - PRODUCT REQUIREMENTS

2.01 PRODUCTS

The liner pipe material shall be designed for use in gravity sanitary sewers and shall be in conformance with all applicable sections of ASTM F2019 specifications. Materials and procedures used in the UV CIPP rehabilitation process shall be equal to or exceed the manufacturer's standards. The CIPP design shall assume no bonding to the original pipe wall. The hydraulic profile shall be maintained as large as possible. The pipe liner shall have at a minimum the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

A. UV CIPP Tube

1. The UV CIPP tube shall consist of one or more layers of glass fiber reinforced materials capable of carrying resin, withstanding installation pressures and curing temperatures. The UV CIPP tube should be compatible with the resin system to be used on this Project. The material should be able to stretch to fit minor irregular pipe sections.
2. The UV CIPP tube should be fabricated under controlled conditions to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. The tube shall have sufficient strength to bridge missing pipe sections, with the use of a reinforcing cloth sleeve if necessary and have a minimum service life of 50 years.
3. Contractor shall verify the lengths in the field before cutting the UV CIPP tube to length. Continuous individual liners can be made over one or more manhole to manhole sections. The Contractor shall measure the inside diameter of the existing pipe in the field so that the liner can be lined in a tight fitted condition.
4. The UV CIPP tube shall be uniform in thickness and when subjected to the manufacturer's recommended installation pressures shall meet or exceed the designed wall thickness.
5. Interior and exterior layers shall be styrene barriers, as well as protect and contain the resin used in the liner.

6. A protective layer shall be installed on the exterior of the liner to prevent liner damage during the installation process and block external UV light penetration causing the liner to cure prematurely. It shall be robust enough to survive the rigors of the sliding of the tube into its final position in the pipe to be renewed.
7. The liner shall be constructed of with an inner layer material capable of giving the exposed inside surface a resin rich layer.
8. The wall color of the interior pipe surface of UV CIPP after installation shall be a light reflective color so that a clear detailed examination with CCTV inspection may be made. The inner wall of the liner shall be light blue, light green, light red (vitrified clay color), or natural. Other colors are not acceptable including but not limited to white, yellow, black, blue, and light purple. The tube shall be marked for distance at regular intervals along its entire length. Such markings shall include the manufacturer's name or identifying symbol.
9. The interior wall of the finished UV CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the glass fibers or other material when it is to become a permanent part of the finished UV CIPP. It shall also be formulated to create an impermeable barrier or membrane against the leaching of any volatile components of the resin system such as styrene, VOCs, and HAP prior to resin hardening taking place.
10. The tube shall be saturated with the appropriate resin using a vacuum-assisted resin bath to allow for the lowest possible amount of air entrapment.
11. The fiberglass within the liner shall be a non-corrosive material and shall be free from tears, holes, cuts, foreign materials and other surface defects and subject to inspection by the City. Its glass fibers must extend in a longitudinal direction to ensure minimal longitudinal stretching during the pull-in process.
12. The tube shall have an allowance for the required circumferential and longitudinal stretching during installation.
13. The finished liner shall fit tightly and neatly against the existing pipe walls. The liner shall be fabricated from materials which, when cured, will be suitable for continuous service in sewerage environments, external exposure to soil bacteria, and chemical attack which may be due to materials in the surrounding ground or sewage within.
14. At time of manufacture, each lot of UV CIPP tube shall be inspected and certified to be free of defects.

B. Resin

1. The resin used shall be compatible with the rehabilitation process used, and designed for a wastewater environment. The resin shall be able to cure in the presence or absence of water.
2. The resin used to impregnate the liner shall produce a cured liner pipe resistant to shrinkage, corrosion, abrasion and shall have a proven resistance to municipal wastewater.
3. The resin shall be a chemically resistant, UV cured resin that when properly cured meets the minimum requirements given herein or those that are to be utilized in the design of the UV CIPP System for this Project. When combined with the UV CIPP tube, the resin system shall provide a UV CIPP that complies with the chemical resistance requirements specified in ASTM F2019, Section 5.2.6. The chemical resistance tests shall be completed in accordance with ASTM D543.
4. When combined with the UV CIPP tube, the resin system shall provide a UV CIPP that meets the structural requirements of ASTM F2019, the minimum physical properties specified in this section paragraph 2.02.E below and those properties which are to be utilized in the design of the lining system for this Project.
5. Resins may contain pigments, dyes, or colors that do not interfere with visual inspection of the resin-impregnated UV CIPP or its required properties.
6. The impregnation equipment shall contain devices to secure a proper distribution of resin.
7. Following impregnation, the fabric liner shall be exposed to a resin thickening procedure.

C. End Seals

1. Preformed Hydrophilic Gasket - The ends of the installed CIPP entering and exiting the manholes or other access structures shall be sealed with a preformed neoprene rubber gasket material that possesses significant expansive properties that are activated by the presence of any water at the host pipe-CIPP interface to provide for a watertight seal. Hydrophilic caulks, hydraulic cements and quick-set cement products are not acceptable for this application. Acceptable materials shall be those products that have a demonstrated performance for the environmental service conditions of the host pipe, and are capable of undergoing alternate wet and dry ground conditions without deleterious effects.
2. Resin Epoxy Mixture – A resin epoxy mixture that is recommended by the liner manufacturer, is compatible with the liner/resin system and that can help to provide a watertight seal shall be available on-site if needed in combination with the hydrophilic gasket. Hydraulic

cements and quick-set cement products are not acceptable. Acceptable materials shall be approved epoxy type products that will bond, not crack, dry up, slough off, or shrink over time, and provide a smooth transition at the manhole invert and sidewalls.

3. The end sealing material shall be compatible with the pipe liner pipe and shall provide a watertight seal.
4. The grout applied shall have non-shrink characteristics.

D. Top Hats (Brim-Style Lateral Seals)

E. The cured insert shall consist of materials chemically resistant to domestic sewage.

F. Fiberglass materials shall be corrosion resistant E-glass (ECR-glass). The fiber glass material shall be factory impregnated with Polyester resin, and in its pre-impregnated state delivered to the job site in sealed bags.

G. When the laminate is mounted on the applicator; Epoxy resins or other proprietary products shall be used to secure a permanent bond between the laminate and liner and the existing lateral pipe.

H. The laminate shall be constructed with sufficient flexibility, ensuring complete lateral conformity to the main pipe in angles ranging from 45 and 90 degrees.

I. The laminates shall be 100% saturated with resin and have sufficient thickness to ensure a watertight seal.

J. The laminate shall be fabricated to fit the specific size of the lateral pipe.

2.02 LINER DESIGN CRITERIA

A. Each UV CIPP shall be designed to withstand internal and/or external loads as dictated by the site and pipe conditions. Unless specified differently in the Contract Documents, the design thickness of the UV CIPP shall be derived using the standard engineering methodology as found in ASTM F1216, Appendix X1, but in no case shall be less than 3 mm. The thickness should be increased in 0.5-mm increments as necessary to meet ASTM F1216/F2019 design formula. The thickness calculations, signed and sealed by a registered professional engineer, shall be submitted to the City prior to UV CIPP installation.

B. The layers of the finished UV CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during

testing of the field samples, new samples will be cut. Any reoccurrence may be cause for rejection of the Work.

C. The Enhancement Factor 'K' to be used in the UV CIPP design shall be assigned a value of 7. All existing pipes shall be considered fully deteriorated.

D. Long-term testing in general accordance with ASTM D2990 must have been performed for flexural creep of the UV CIPP pipe material to be installed. This is a performance test of the materials (UV CIPP tube and resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) shall be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, shall be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the City's satisfaction. The materials supplied shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the UV CIPP design.

E. The UV CIPP and Top Hats shall meet the following minimum strength requirements:

FIBERGLASS SYSTEM CURED BY UV: MINIMUM PHYSICAL PROPERTIES			
STRUCTURAL / MECHANICAL PROPERTY	**ASTM TEST METHOD**	**ASTM MINIMUM SHORT TERM VALUE**	**ASTM MINIMUM LONG TERM VALUE**
Flexural Strength	D790	6,500 psi.	
Flexural Modulus	D790	725,000 psi.	362,500 psi.
Tensile Strength	D638	9,000 psi.	

F. The required UV CIPP wall thickness shall be based at a minimum on the physical properties paragraph 2.02.E. of this section shown above and in accordance with ASTM F2019 and the design equations in the Appendix X1 of ASTM F1216, but no less than 3 mm with the following design parameter considerations:

DESIGN PARAMETER	VALUE
Design Safety Factor (typically used value)	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design (or as determined by long-term tests described in Section 2.02.D and approved by the City)	50% max
Ovality* (calculated from (X1.1 of ASTM F1216)	% (1)
Enhancement Factor, K	7.0
Groundwater Depth (above invert of pipe)	feet (1)
Soil Depth (above crown of pipe)	feet
Soil Modulus	psi (1)
Soil Density	lb/ft^3 (1)
Live Load	e.g. H-20 Highway
Design Condition (partially or fully deteriorated)*	*
* Design conditions of pipeline shall be assumed as fully deteriorated (See ASTM F1216 Appendix X1). The City will be sole judge as to pipe conditions and parameters utilized in design.	
(1) In the absence of other information and to ensure uniformity in bidding, the following assumptions shall be used: ovality = 2% groundwater depth at half depth to invert; soil modulus = 1000 psi; soil density = 120 lb/ft^3.	

PART 3 - EXECUTION

3.01 GENERAL

A. This section is intended to provide the Contractor with general guidance on the methods to be used to install the sewer pipe using the deformed and reformed pipe liner method, the UV CIPP liner method, and the Top Hat CIP fiberglass lateral seal method. Nothing contained herein shall relieve the Contractor from completing the pipe rehabilitation in the most feasible, efficient and safe manner, using required materials to meet the existing pipe lines and grades and to the requirements of the Contract Documents.

3.02 REVIEW EXISTING CONDITIONS

A. Review Existing Conditions

1. Prior to ordering, fabrication, or the commencement of lining any pipes, the Contractor shall perform a site review, pre-cleaning and pre-lining inspection of the pipes and access manholes to verify existing field conditions.

B. Line Obstruction

It shall be the responsibility of the Contractor to clear the line of obstructions or collapsed pipe that will prevent the insertion of the linear or CCTV camera. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then the Contractor shall immediately notify the City's Engineer. The Contractor may be asked to make a point repair excavation to uncover and remove or repair the obstruction as extra work, or this work may be performed by City Staff. The Contractor shall not proceed with any extra work without written direction from the City's Engineer.

C. Discrepancies

1. In the event of discrepancy from what is included the Contract Documents, the Contractor shall immediately notify the Engineer.
2. The Contractor shall not proceed with the installation in areas of discrepancy until all such discrepancies have been fully resolved with the City or City's Engineer.

3.03 FIELD MEASUREMENTS

A. The Contractor shall make all necessary measurements in the field to ensure precise fit of items in accordance with the Contract Documents.

3.04 INSPECTION OF PIPE LINER

A. No pipe shall be lined without proper notification of the Engineer. Each pipe liner shall be subject to inspection by the City, immediately prior to installation. Defective liner will be rejected and replaced at the Contractor's expense.

3.05 PREPARATION

The following installation procedures shall be adhered to unless otherwise approved by the Engineer.

A. Safety

Contractor shall complete all Work in strict accordance with all applicable current OSHA standards and manufacturer's safety requirements. It shall be the Contractor's responsibility to comply with OSHA Standards and Regulations pertaining to all aspects of the Work. Particular attention is drawn to those safety requirements working with hazardous/combustible materials, scaffolding and entering confined spaces.

1. Persons near CIPP installation sites have reported odors and illness symptoms (i.e., nausea, headache, vomiting, difficulty breathing, eye and nasal irritation, etc.). The recommendation is that person at or near CIPP sites minimize dermal and inhalation exposures, monitor emissions, use appropriate personal protective equipment, and capture emissions and confirm this by monitoring.

B. Off-set Joints

Off-set joints greater than 0.5-inches shall be ground to provide a smooth transition. Mechanical grinding equipment suitable for use on the existing pipe shall be used to grind off-set joints. After grinding operations have been performed, the pipe shall be thoroughly cleaned of debris. A recorded inspection of the repaired location shall be performed and submitted to the Engineer for review on a USB Flash Drive.

C. Intruding Taps

Intruding taps or services shall be trimmed flush with the inside of the main sewer wall. Mechanical grinding equipment suitable for use on the existing pipe shall be used. Trimming shall not cause damage to the lateral or service beyond the inside face of the main sewer.

After grinding operations have been performed, the pipe shall be thoroughly cleaned of debris. A recorded inspection of the repaired location shall be performed and submitted to the Engineer for review on a USB Flash Drive.

D. Sewer Bypassing and Dewatering

Contractor shall be responsible for bypassing sewer flow around their Work and dewatering of sewer lines in accordance with Section 50.

3.06 EQUIPMENT

A. All equipment specified shall be in good working condition and manufactured or fabricated to withstand the severity of the Work.

B. A CCTV camera shall be located on the ultraviolet light train assembly.

C. The Contractor shall provide a minimum of two (2) complete, functional cutters for lateral reinstatement plus spare key components on the jobsite at all times.

3.07 PROTECTION OF EXISTING UTILITIES

A. The Contractor shall protect the manholes to withstand forces generated by equipment, water or air pressure used while inserting the liner.

B. The Contractor shall be fully responsible for any damages to existing utilities caused by the Contractor's operations.

3.08 PUBLIC NOTIFICATION

The Contractor shall make every effort to maintain service usage throughout the duration of the Project. In the event that a service will be out of service, the maximum amount of time of "no service" shall be 8 hours for any property served by the sewer. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the Work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

A. Written notice to be delivered to each home or business 48 hours prior to the beginning of Work being conducted in the Area, and a local telephone number of the Contractor they can call to discuss the Project or any problems which could arise. The notice shall be submitted to the Engineer for approval.

B. Personal contact with any home or business, as well as the City Engineer, which cannot be reconnected within the time stated in the written notice.

3.09 DELIVERY, STORAGE AND HANDLING:

A. Contractor shall protect, store, and handle materials during transportation and delivery, while stored on-site, and during installation following manufacturer's recommendations.

B. The resin impregnated UV CIPP liner shall be maintained at a proper temperature and protected from sunlight in facilities to prevent premature curing at all times prior to installation. Any UV CIPP showing evidence of

premature curing shall be rejected for use and will be removed from the site immediately. The use of promoters must be pre-approved by the City.

C. If any part of the UV CIPP material becomes damaged before or during insertion, it shall be repaired or replaced at the Contractor's expense before the Work may proceed.

3.10 INSTALLATION

A. Contractor shall be an approved licensed installer of the UV CIPP liner system.

B. The liner shall be installed through the existing manholes, in accordance with the manufacturer's recommendations and procedures and Contract Document requirements. The CIPP liner shall be continuous over the entire length between manholes and cleanouts, and be as free from visual defects. The pipe liner shall be finished at the manholes wall to allow for a water tight seal.

C. UV CIPP installation shall be in accordance with ASTM F2019, Section 6.2, and the following:

1. Liner protection: Prior to inserting the liner, and if required based on the condition of the host pipe surface, a plastic sheet at least 10 mils thick (0.254 mm) shall be pulled into the host pipe to protect the liner from damage as the liner is pulled in.
2. Liner Insertion: The liner shall be pulled-in through an existing manhole or approved access point and shall fully extend to the next designated manhole or termination point. The pulling speed and pressures shall not exceed manufacturer’s recommended limits. Care shall be exercised not to damage the liner during the pulling phase.
3. Liner Inflation: The liner shall then be inflated with air and sufficient pressure to hold the liner tight to the host pipe wall.
4. Reinforcing cloth sleeves capable of withstanding installation air pressures shall be used on exposed liner outside the host pipe to prevent over expansion and damage to liner.
5. Liner Inspection: After insertion and inflation, the Contractor shall inspect the entire length of liner prior to commencement of the curing process. Contractor shall use the CCTV camera located on the ultraviolet light assembly to enable the video inspection of the liner and to ensure that the liner has been properly inflated and any liner problems can be identified before curing begins.

3.11 CURING

UV CIPP and Top Hat curing shall be in accordance with applicable ASTM F2019, Section 6.7, with the following modifications:

A. The ultraviolet curing lamps shall operate in a sufficient frequency range to ensure the curing of the resin. The speed of the light train system shall be in accordance with the manufacturer's recommendation.

B. The Contractor shall submit a documented record of time, rate of travel of the ultraviolet light assembly, and internal temperatures and pressures during the curing process to the Engineer.

C. The Contractor shall take precautions to minimize the release of styrene gas, VOCs, and HAP generated during the setup and UV CIPP lining process, and prevent such odors from entering structures, businesses, or other types of establishments, through service connections or other plumbing fixtures.

D. For resin not encapsulated in the tube, the capture and disposal of any process water or condensate resulting from the installation and flushing of the CIPP is required.

E. Styrene air emissions shall comply with Federal, State and District requirements.

3.12 FINISH WORK AT MANHOLES

A. Where the UV CIPP is installed through an intermediate manhole uninterrupted, the invert shall be maintained smooth through the manhole, with approximately the bottom half of the UV CIPP continuous through the manhole. The invert of the manhole shall be shaped and grouted as necessary to support the liner. The cost of this Work shall be included in the UV CIPP unit price.

B. Finishing at Ends:

1. Final trimming of the UV CIPP at any manhole/access point shall be done in such a manner as to provide a long-term mechanical connection between the UV CIPP and the host pipe.
2. The seal between the UV CIPP and the host pipe at manhole shall be water-tight for the stated service life (50 years) of the UV CIPP installation using the preformed hydrophilic gasket. No water shall be able to migrate between the UV CIPP and the host pipe.
3. If the hydrophilic gasket fails to make a water tight seal, the Contractor shall apply a resin mixture that provides a watertight seal.

4. If the UV CIPP terminates on either side of a manhole, the invert through shall be built up to remove any flow restrictions and to form a continuous invert through the manhole.
5. The cost for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all Work involved in providing a water tight seal between the liner and the manhole shall be considered as included in the contract prices paid for sanitary sewer main pipe liner installation and no additional compensation will be allowed.

3.13 REINSTATE LATERALS AND SERVICES

A. Accurate location of the lateral and service connections shall be made by inspection of the pre-installation video. Contractor shall determine the location of all sewer service connections in the field by CCTV inspection prior to lining of the sewer.

B. After the UV CIPP has been installed and fully cured, all existing active lateral sewers and services shall be reinstated unless otherwise indicated by the City. The reinstatement of laterals shall be done without excavation unless otherwise specified by the Engineer. Laterals shall be located for reinstatement from the cleanout unless an existing cleanout does not exist. Reinstatements shall be performed from the lateral or a lateral deployable drill to locate the lateral for reinstatement from inside the main for all laterals with existing cleanouts. For laterals without cleanouts, the Contractor shall locate the lateral based on CCTV and/or physical staking. For the sites where cleanouts cannot be located, the Contractor shall reinstate the service laterals from inside the sewer main.

C. A remote cutting tool shall reopen all existing active service connections in each length of sewer by cutting a hole matching the shape of the service connection. A fully restored service connection shall exhibit a nearly full-geometry hole, free from burrs or projections and with a smooth and crack-free edge. The hole shall be 95 percent minimum and 100 percent maximum of the original service connection opening. The invert of the service connection shall match the bottom of the reinstated service opening and shall produce no interruption of the flow from the lateral.

D. Coupons of pipe material resulting from service tap cutting shall be collected at the next manhole downstream of the pipe rehabilitation operation prior to leaving the site. Coupons shall not be allowed to pass through the system.

E. Contractor may use “brushing” as a technique to smooth edges of reinstated lateral openings.

F. The Contractor shall re-open any service lateral that does not meet these requirements as evidenced by the post-rehabilitation inspections at no additional cost to the City.

G. If sewer and/ or service connection is damaged during the restatement and trimming operation, the Contractor shall repair the damage. Any repair shall be approved by the City prior to beginning repair work.

3.14 INSTALLATION AND CURING OF TOP HATS (BRIM-STYLE LATERAL SEALS)

A. Contractor shall be an approved licensed installer of the service lateral connections sealing system.

B. Preparation:

1. Deposits on the pipe wall in the lateral pipe shall be removed. The removal shall reach at least 12 inches into the lateral from the main pipe to allow the lateral bladder's inflation.
2. Following the mainline lining, the lateral shall be opened 100% so there is no flow restriction between the lateral and rehabilitated sewer main. Overcuts cannot exceed one inch from the edge of the lateral.
3. Prior to installation of the lateral seal, the area in and around the lateral shall be checked for debris from the cutting operation or debris left in the lateral from the time of blockage. Where such debris are found, initial cleaning of the area by high pressure hydraulic cleaning is required.

C. Installation:

1. Bypassing: The Contractor shall be responsible for bypassing of sewage as needed during lateral seal installation per Section 50.
2. Protection: Sheltered in a covered area, protected from UV-light radiation, the laminate shall be removed from its packaging and placed on the prepared applicator.
3. The edges of the laminate shall next be coated with an additional suitable bonding agent to ensure a seal between the laminate, the mainline liner, and the lateral pipe.
4. Sufficient air pressure shall be supplied to tightly press the laminate up against the mainline and lateral.
5. When sufficient air pressure is reached, the UV-light curing system shall be activated from the time recommended by the manufacturer to complete a successful cure.
6. When cured, the liner tube shall extend a minimum of 6 inches into the service lateral forming a continuous, one-piece, tight-fitting,

corrosion-resistant and verifiable non-leaking lateral connection liner.

3.15 CUTTING OF EXISTING PROTRUDING CIPP LINED SERVICE

A. In locations shown on the Drawings, Contractor shall cut existing CIPP lined service within an existing lined CIPP sewer main. The intruding service shall be trimmed flush with the inside of the main sewer wall. The existing sewer main CIPP liner shall be protected and trimming shall not cause damage to the lateral or service beyond the inside face of the main sewer.

B. After trimming operations have been performed, the sewer main shall be thoroughly cleaned of debris.

C. A recorded inspection of the repaired location shall be performed and submitted to the Engineer for review on a USB Flash Drive.

3.16 QUALITY ASSURANCE PROCEDURES

A. UV CIPP installation shall be inspected by post-lining video inspection in accordance with ASTM F2019, Section 7.3 and Section 30. No infiltration of groundwater should be observed. All service entrances should be unobstructed and accounted for.

B. Refer to paragraph 3.17, Acceptance Requirements in this section, for complete requirements for acceptance.

C. Field Samples

1. Field sampling procedures shall be in accordance with ASTM F2019 and D5813.
2. For every reach of mainline, two (2) samples (one upstream and one downstream), and representative samples of lateral seals per Section 20 shall be processed and tested. The UV CIPP physical properties shall be tested in accordance with ASTM F2019, Section 7. The flexural properties must meet or exceed the values listed in paragraph 2.02.E. of this section and the values submitted to the City by the Contractor for this project's UV CIPP wall design, whichever is greater.
3. Flexural testing of the collected samples shall be conducted in accordance with ASTM D790, latest version, with only the structural portion of the UV CIPP being tested.

4. Testing shall be completed by an accredited, independent laboratory and paid for by the Contractor. Testing results shall be provided to the City within seven (7) days of receipt of such results.
5. Wall thickness of samples shall be determined in a manner consistent with 7.1.4 of ASTM F2019. The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness calculated in paragraph 2.02.E of this section. The average wall thickness shall not be less than the specified thickness.

3.17 CLEAN-UP

A. Contractor shall restore or replace all removed or damaged paving, curbing, sidewalks, gutters, shrubbery, fences, sod or other disturbed surfaces or structures to a condition equal to that before the Work began, to the satisfaction of the Engineer and appropriate property owner, and shall furnish all labor and material incidental thereto. All such work shall be the full responsibility of the Contractor and there shall be no additional cost claim by the Contractor for such restoration work.

B. Surplus liner material, tools and temporary structures shall be removed by the Contractor. All dirt, rubbish and other materials from cleaning, and construction operations shall be legally disposed of by the Contractor and the construction site shall be left clean to the satisfaction of the City.

3.18 ACCEPTANCE REQUIREMENTS

A. Acceptance of the UV CIPP installed on this Project shall be based on compliance with the Contract Documents as demonstrated with submitted quality control reports, curing logs, post-installation inspection videos and laboratory quality assessment test results.

B. The finished UV CIPP liner shall meet the following requirements for acceptance:

C. The finished UV CIPP liner shall be continuous over the entire length of an insertion run and be free from visual defects such as foreign inclusions, dry spots, pinholes, leaks, cracks, delamination, lifts, unsecured joints, serious abrasion, kinking, flattening, holes, blisters, wrinkles, and other defects which in the opinion of the Engineer are not acceptable and would impair the serviceability of the new piping system. The UV CIPP shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers and free of any leakage from the surrounding ground to the inside of the UV CIPP. No material shall be

included in the tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

D. The UV CIPP shall fit tightly to the internal circumference of the existing pipe; there should be no visible annular space at the lateral openings.

E. Wrinkles or fins are undesirable cosmetic defects that may affect the operation of the subject reach of pipe. If wrinkles are detected in the installed liner, the Contractor shall provide photographs and dimensions of the wrinkle including height, length, and direction. Wrinkles in the finished liner pipe which cause a backwater greater than one (1) inch, or reduce the hydraulic capacity or access of the pipe as determined by the Engineer are unacceptable and shall be removed or repaired by the Contractor at no additional cost to the City. Wrinkles in the finished liner pipe that reduce the structural stability of the pipe are unacceptable. If a void between the wrinkle and the pipe exists, the Contractor shall repair or replace that section of the pipe at no additional cost to the City. Methods of repair shall be proposed by the Contractor and submitted to the Engineer for review and approval.

F. Hardened "lifts" in the finished UV CIPP are unacceptable and must be repaired in accordance with the UV CIPP manufacturer's recommendation for the type of UV CIPP System that was used.

G. All cut lateral and service connections shall be free of burrs, frayed edges, or any restriction preventing free flow of wastewater. A fully restored service connection shall exhibit a nearly full-geometry hole, free from burrs or projections and with a smooth and crack-free edge. The hole shall be 95 percent minimum and 100 percent maximum of the original service connection opening. The invert of the service connection shall match the bottom of the reinstated service opening and shall produce no interruption of the flow from the lateral.

1. The UV CIPP lateral seal shall fit tightly to the internal circumference of the existing pipe and lateral. The invert of the service connection shall produce no interruption of the flow from the lateral.

H. The following shall be completed and fully approved by the Engineer prior to the Work being accepted and final retention payment made:

1. Quality Assurance Field Sample Testing Results: Passing test results for each required field sample.
2. Curing Logs: A complete copy of the curing logs as specified in this section shall be certified by the Contractor and submitted.
3. Post-lining CCTV Inspection: Post-lining CCTV inspections of both mainline pipes and laterals shall be conducted per the

requirements listed in Section 30. Once all the requirements of the CCTV inspections are met, the Work shall be deemed partially complete, contingent upon the other requirements in this section and the other Contract Documents being met.

I. Correction of failed liner or liner pipe deemed unacceptable, as a result of the post CCTV video inspection, and/or test reports for structural values, thickness, chemical resistance, or other requirements of this section, shall be the responsibility of the Contractor, at no extra cost to the City. The minimum criteria of this section shall not be lowered to compromise with lower than the required test values, unless approved in writing. Method of correction/repair shall be approved by the City Engineer and may require field demonstration prior to installation or a repair, removal and replacement of a CIPP liner, installation of a new pipe, and/or installation of a new lateral.

END OF SECTION

City of Roseville
2021 Sewer Collection System CIPP Rehabilitation Project

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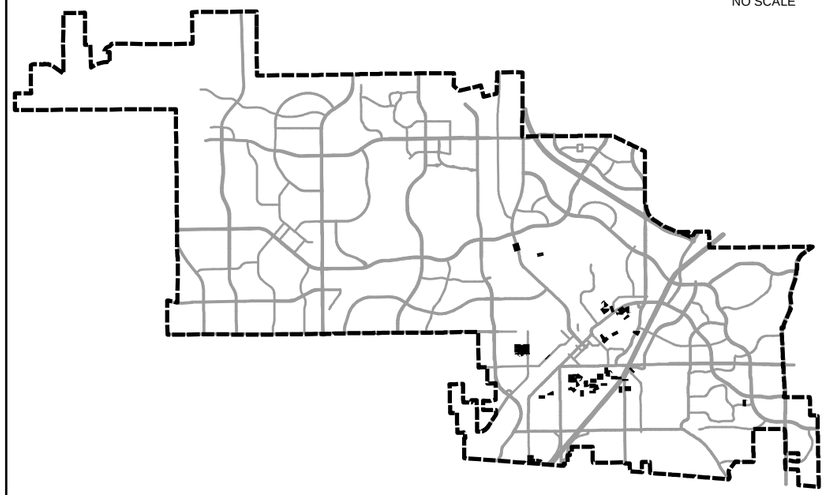
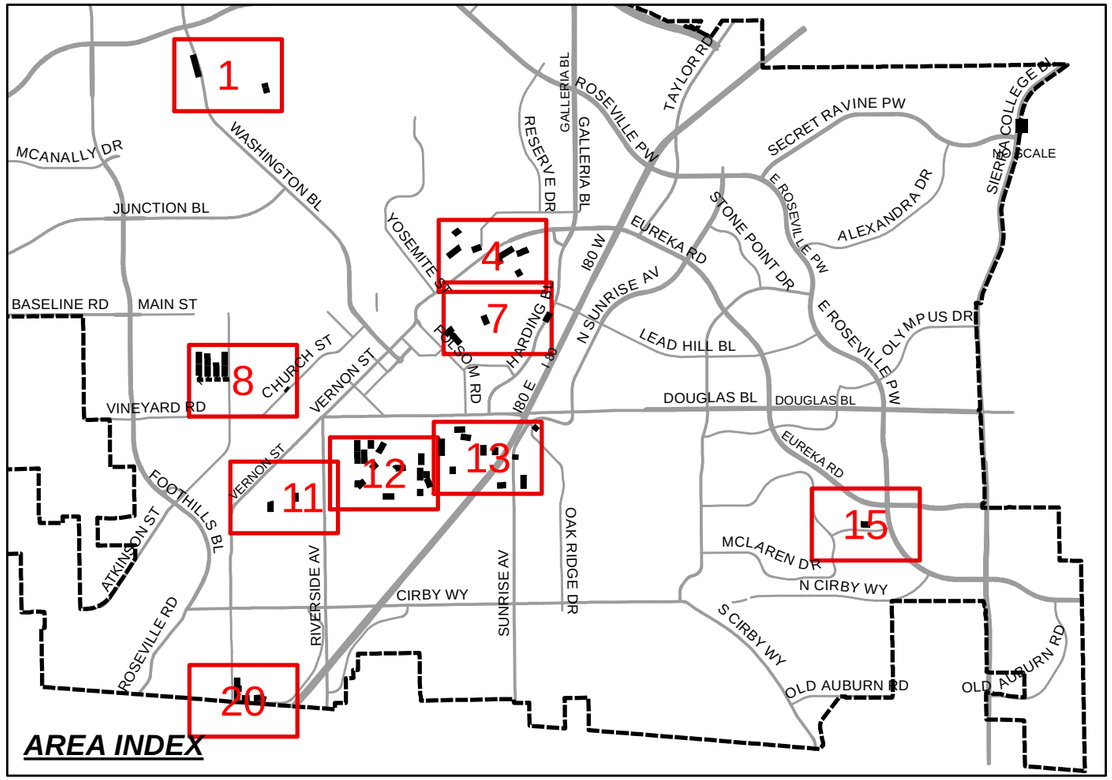
CITY OF ROSEVILLE

NO SCALE



LOCATION AND VICINITY



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AREA INDEX

APPROVALS

SUBMITTED _____
JONATHAN CUMMINGS, ASSOCIATE ENGINEER

APPROVED _____
TRACIE MUELLER, SENIOR ENGINEER

APPROVED _____
RICHARD PLECKER, EU DIRECTOR

APPROVED _____
MARC STOUT, CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
TRACIE R. MUELLER
No. C63295
Exp. 06/30/2022
CIVIL
STATE OF CALIFORNIA

02/12/2021

UTILITY CONTACTS

Utility	Agency	Contact	Phone
Cable TV	Comcast	Gary or Steve Abelia	(916) 830-6732
Electric	Roseville Electric	Joesph McKinney	(916) 774-5691
Fiber Optic/Telephone	Consolidated Communications	Anthony Nolasco	(916) 675-6370
Fire	City of Roseville	Jason Rizzi	(916) 774-5802
Gas	PG&E Gas Engineering	Nicholas Morlock	(916) 760-5737
Petroleum	Kinder Morgan Gas	Steve Osborn	(916) 624-2431
Storm Drain	City of Roseville	Development Services	(916) 774-5539
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REV NO.	DATE:	DRAWN:	CHKD:	COMMENTS:

DESIGNED BY: JC
DRAWN BY: JMH
APPROVED BY: TM
DATE: JANUARY 2021

CITY OF ROSEVILLE CALIFORNIA

ENVIRONMENTAL UTILITIES ENGINEERING DIVISION

City of Roseville
2021 Sewer Collection System CIPP Rehabilitation Project

Cover Sheet

PUBLIC IMPROVEMENTS REQUIREMENTS

GENERAL:

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE LATEST EDITION AND AMENDMENTS OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS.

2. THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL SYSTEM. THE CONTRACTORS SHALL NOTIFY THE U.S.A. CENTER 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING 1-800-227-2600.

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

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

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS ON THE JOB SITE.

6. ANY A.C. SURFACE TO BE REMOVED SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL WITH THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RE-COMPACTED, AND RESEALED PRIOR TO PAVING.

7. ANY EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE.

8. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN THAT SHALL BE ACCEPTED BY THE ENGINEERING DIVISION OF PUBLIC WORKS BEFORE START OF WORK IN RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH CALIFORNIA MUTCD LATEST EDITION. AT LEAST ONE LANE IN EACH DIRECTION SHALL REMAIN OPEN TO TRAFFIC UNLESS OTHERWISE SHOWN ON THE PLANS. TRAFFIC CONTROL HOURS ARE SUBJECT TO LIMITATION BY THE CITY. TRAFFIC CONTROL WITH LANE CLOSURES THAT AFFECT TRAFFIC FLOW MAY REQUIRE NIGHT WORK. IF, AS A PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY DEVELOPMENT SERVICES CONSTRUCTION INSPECTOR 72 HOURS IN ADVANCE OF SETTING UP THIS CLOSURE.

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

10. THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION MEETING ONE-WEEK PRIOR TO STARTING WORK. MEMBERS OF THE CITY OF ROSEVILLE DEVELOPMENT SERVICES DEPARTMENT, ENVIRONMENTAL UTILITIES DEPARTMENT AND ALL OTHER UTILITY REPRESENTATIVES SHALL BE NOTIFIED BY THE CONTRACTOR AS TO THE DATE AND LOCATION OF THE MEETING.

11. PRIOR TO EXCAVATION OF TRENCHES 5 FEET OR DEEPER, THE CONTRACTOR SHALL SUBMIT A COPY OF THE COMPANY'S ANNUAL CALOSHA TRENCHING PERMIT AND A COPY OF THE COMPANY'S LETTER INFORMING CALOSHA OF THE TIME THE TRENCHING IS COMMENCING AND THE LOCATION OF THE WORK.

12. ALL PAINTED TRAFFIC STRIPES, ARROWS, AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION. NON-REFLECTIVE PAVEMENT MARKERS SHALL CONSIST OF CERAMIC MARKERS ONLY CONFORMING TO CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION.

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

14. WHEN SAWCUTTING WITHIN THE STREET FOR TRENCHING OR OTHER PURPOSES, CONTRACTOR SHALL GRIND 1½" OF PAVEMENT BETWEEN THE LANE LINES (FROM LANE STRIPE TO LANE STRIPE) UPON COMPLETION OF THE SAWCUTTING AND OR TRENCHING WORK. WHERE THE SAWCUTTING OCCURS BETWEEN THE CURB AND GUTTER AND NEAREST LANE STRIPE (INCLUDING BIKE LANES), THE SAME 1 ½" GRIND SHALL BE REQUIRED. CONTRACTOR TO PLACE A PETROMAT FABRIC OR APPROVED EQUAL BY THE CITY OF ROSEVILLE AND OVERLAY FROM LANE STRIPE TO LANE STRIPE, OR CURB TO LANE STRIPE AND RESTRIPE OR REPLACE ANY DELINEATORS REMOVED DURING THE GRIND.

SPECIAL NOTES:

1. THE 2021 SEWER COLLECTION SYSTEM CIPP REHABILITATION SHALL CONFORM TO THE 2021 SEWER COLLECTION SYSTEM CIPP REHABILITATION PROJECT CONTRACT DOCUMENTS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR MAKE REPLACEMENT OF DAMAGED PRIVATE PROPERTY IMPROVEMENTS RESULTING FROM CONSTRUCTION AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE CONSTRUCTION INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY ACCEPTANCE OF THE IMPROVEMENTS.

FROM	UPSTREAM ID	UPSTREAM DEPTH (FT)	TO	DOWNSTREAM ID	DOWNSTREAM DEPTH (FT)	FLOWS (MGD) See Note 1	STREET NAME/MAIN LOCATION	EXISTING DIAMETER (IN)	EXISTING MATERIAL	REPAIR LENGTH (FT)	# OF LATERALS	AREA	PLAN NOTES
SMH	D04-018	6.5	SMH	D04-442	5.25	0.0585	WASHINGTON BL	15	VCP	646.1	0	1	13
SMH	D04-055	7.16	SMH	D04-041	4.2	0.0146	JENNIFER CI	6	VCP	133.6	0	1	
SMH	D04-064	3.3	SMH	D04-055	7.2	0.0095	JENNIFER CI	6	VCP	148.7	0	1	
SMH	C05-033	3.2	SMH	C05-039	5	0.0272	TIGER WY TO ROSEVILLE HS PARKING LOT EASEMENT	6	VCP	268.3	0	4	2
SMH	C05-035	2.06	SMH	C05-048	3.5	0.0562	ALLEY	6	UV CIPP	507.9	16	4	5, 12
SMH	C05-037	3.06	SMH	C05-045	4	0.0216	SHEARER ST	6	UV CIPP	335.9	7	4	5
SMH	C05-057	4	SMH	C05-048	3	0.0642	CENTER ST	6	UV CIPP	198	2	4	5
SMH	C05-066	2.5	SMH	C05-062	3.06	0.0121	EASEMENT BETWEN PARRY ST & AL	6	VCP	189.8	1	4	
FB	C05-434	N/A	SMH	C05-043	2.7	0.0186	ALLEY	6	UV CIPP	434.4	14	4	2, 5, 7, 8
SMH	C05-492	4.4	SMH	C05-019	6.2	0.0039	CAMPO ST TO ALLEY	6	VCP	228	6	4	2
SMH	C05-144	16.4	SMH	C05-133	12.7	0.0156	JAMES DR	6	UV CIPP	279.2	7	7	5, 12
SMH	C05-152	5	SMH	C05-167	8	0.0065	ALLEY	6	UV CIPP	284.7	4	7	5
SMH	C05-168	2	SMH	C05-184	7.07	0.0073	ALLEY	6	UV CIPP	313.5	8	7	5
SMH	C06-077	9	SMH	C06-083	22.09	0.0063	HARDING BL	6	VCP	295.5	4	7	
SMH	C04-151	3	SMH	C04-175	4.8	0.0237	BACKYARD EASEMENT OFF AMBERWOOD RD	6	VCP	336.5	6	8	4
SMH	C04-153	6.1	SMH	C04-247	4.1	0.0271	BACKYARD EASEMENT OFF ATKINSON ST	6	VCP	390.3	13	8	4, 7
SMH	C04-165	6.1	SMH	C04-176	6.1	0.376	BACKYARD EASEMENT OFF BRENTWOOD RD	6	VCP	355.3	11	8	4, 7
SMH	C04-175	4.8	SMH	C04-192	5.1	0.0404	BACKYARD EASEMENT OFF AMBERWOOD RD	6	VCP	322.7	6	8	4
SMH	C04-176	6.1	SMH	C04-193	7.1	0.0544	BACKYARD EASEMENT OFF BRENTWOOD RD	6	VCP	305.1	11	8	4
SMH	C04-177	7.1	SMH	C04-194	10.1	0.0282	BACKYARD EASEMENT OFF BROOKWOOD RD	6	VCP	401.3	13	8	4
SMH	C04-178	3.5	SMH	C04-224	9.8	0.0244	FIG ST	6	VCP	80.8	0	8	
SMH	C04-191	5.1	SMH	C04-199	4.3	0.045	BACKYARD EASEMENT OFF AMBERWOOD RD	6	VCP	54.1	0	8	4
SMH	C04-192	5.1	SMH	C04-191	5.1	0.0419	BACKYARD EASEMENT OFF AMBERWOOD RD	6	VCP	26.4	1	8	4
SMH	C04-193	7.1	SMH	C04-200	8	0.0557	BACKYARD EASEMENT OFF BRENTWOOD RD	6	VCP	32.6	0	8	4
SMH	C04-194	10.1	SMH	C04-201	9.1	0.0296	BACKYARD EASEMENT OFF BROOKWOOD RD	6	VCP	32.9	0	8	4
SMH	C04-195	7	SMH	C04-202	7	0.0418	BACKYARD EASEMENT OFF ATKINSON ST	6	VCP	34.5	1	8	4
SMH	C04-199	4.3	SMH	C04-214	4.9	0.0464	BACKYARD EASEMENT OFF AMBERWOOD RD TO HICKORY ST	6	VCP	119.5	1	8	4
SMH	C04-200	8	SMH	C04-215	5.1	0.0558	BACKYARD EASEMENT OFF BRENTWOOD RD TO HICKORY ST	6	VCP	122.2	2	8	4
SMH	C04-201	9.1	SMH	C04-216	10.8	0.0305	BACKYARD EASEMENT OFF BROOKWOOD RD TO HICKORY ST	6	VCP	128.1	2	8	4
SMH	C04-202	7	SMH	C04-217	10.2	0.0429	BACKYARD EASEMENT OFF ATKINSON ST TO HICKORY ST	6	VCP	122.1	2	8	4
SMH	C04-213	4.5	SMH	C04-214	4.8	0.0159	PRIVATE DRIVEWAY TO HICKORY ST	6	VCP	35.2	0	8	4
SMH	C04-247	4.1	SMH	C04-195	7	0.041	BACKYARD EASEMENT OFF ATKINSON ST	6	VCP	309.9	11	8	4
SMH	B04-048	3.1	SMH	B04-064	6.5	0.0056	E ST	6	VCP	297.6	4	11	
SMH	B04-049	6	SMH	B04-044	2.5	0.0053	LUALAN LN	6	UV CIPP	250.1	3	11	5
SMH	B05-046	3	SMH	B05-464	5.8	0.0313	JUBILEE AL	6	UV CIPP	326	14	12	5, 12
SMH	B05-048	6	SMH	B05-057	8.3	0.0189	OPEN SPACE TO WILLOW AV	8	VCP	321.7	5	12	4, 9, 10
SMH	B05-069	6	SMH	B05-060	5.09	0.0109	KING RD	6	VCP	96.8	3	12	10
SMH	B05-079	10.2	SMH	B05-069	6	0.0036	KING RD	6	VCP	236.2	8	12	10
SMH	B05-086	11	SMH	B05-077	12.07	0.0108	BACKYARD EASEMENT TO CHERRY ST	6	VCP	218.6	4	12	4, 14
SMH	B05-090	4.5	SMH	B05-418	4	0.0119	HILLCREST AV TO MARIETTI WY	6	VCP	317.3	4	12	
SMH	B05-091	5.6	SMH	B05-113	11.1	0.0016	KING RD	6	VCP	364.4	3	12	10
SMH	B05-101	5.75	SMH	B05-114	4.2	0.0038	HIGHLAND AV	6	VCP	199.9	4	12	10
SMH	B05-114	4.16	SMH	B05-134	6.08	0.0085	HIGHLAND AV	6	VCP	279.2	3	12	10
SMH	B05-116	7.1	SMH	B05-112	9	0.0055	FERN ST TO IRENE AV	6	VCP	264.3	2	12	
SMH	B05-133	7.2	SMH	B05-143	10.4	0.0194	KING RD	6	VCP	201.8	3	12	10

FROM	UPSTREAM ID	UPSTREAM DEPTH (FT)	TO	DOWNSTREAM ID	DOWNSTREAM DEPTH (FT)	FLOWS (MGD) See Note 1	STREET NAME/MAIN LOCATION	EXISTING DIAMETER (IN)	EXISTING MATERIAL	REPAIR LENGTH (FT)	# OF LATERALS	AREA	PLAN NOTES
SMH	B05-138	8.2	SMH	B05-139	13.7	0.0082	VINE AV	8	VCP	327.9	3	12	10
FB	B05-379	N/A	SMH	B05-075	3.1	0.0034	IRENE AV	6	VCP	401.8	8	12	7, 8
SMH	B05-391	2	SMH	B05-047	3.3	0.0059	BING AL	6	VCP	242.1	13	12	
CAP	B05-395	N/A	SMH	B05-116	7	0.0026	JUBILEE AL	6	VCP	202	4	12	8
SMH	B05-464	5.8	SMH	B05-074	6	0.0313	JUBILEE AL	6	VCP	334	17	12	
SMH	B05-026	8.04	SMH	B05-033	8.16	0.0177	EASEMENT OFF OAK RIDGE DR	8	UV CIPP	156.2	1	13	4
SMH	B05-032	4	SMH	B05-031	4.7	0.0083	EASEMENT OFF OF DOUGLAS BLVD	6	VCP	314.8	0	13	4, 5
SMH	B05-039	10	SMH	B05-062	6.8	0.0118	KEEHNER AV	6	VCP	489.2	16	13	10
SMH	B05-054	10.1	SMH	B05-065	10.1	0.0072	TOYON WY	6	VCP	296.3	6	13	7, 10
SMH	B05-055	6.3	SMH	B05-066	11.11	0.0134	MARIAN WY	6	VCP	223.2	7	13	10
SMH	B05-102	4.66	SMH	B05-093	5.1	0.0097	SUNSET DR	6	VCP	220.1	3	13	11
SMH	B05-125	2.9	SMH	B05-124	3.6	0.012	SMITH LN	6	VCP	253.2	6	13	
SMH	B05-135	4.5	SMH	B05-106	8	0.0053	GERRY WY	6	VCP	399.6	11	13	
SMH	B05-449	6.84	SMH	B05-072	9.11	0.0231	PARKING LOT EASEMENT PARALLEL TO SUNRISE BLVD	10	VCP	145.8	0	13	4
SMH	B05-469	4.5	SMH	B05-041	11	0.0013	BONNY KNOLL RD	6	VCP	290	5	13	10
SMH	B07-198	6	SMH	B07-197	4.2	0.0142	BANBURY CI	6	UV CIPP	280.7	7	15	5
SMH	A04-109	5	SMH	A04-117	6.1	0.0164	BACKYARD EASEMENT OFF GLENBROOK AV	6	VCP	300.6	8	20	4
SMH	A04-117	6.1	SMH	A04-118	5	0.0372	BACKYARD EASEMENT TO GLENBROOK AV	6	VCP	131.5	0	20	4
SMH	A04-133	5	SMH	A04-117	6.1	0.017	BACKYARD EASEMENT OFF GLENBROOK AV	6	VCP	309.7	8	20	4
SMH	A04-135	6.8	SMH	A04-134	5	0.0137	BACKYARD EASEMENT TO GLENBROOK AV	6	VCP	219.2	3	20	4
SMH	A04-136	6	SMH	A04-137	6.1	0.0101	BACKYARD EASEMENT OFF WHYTE AVE	6	VCP	195.5	3	20	4
SMH	A04-137	6.1	SMH	A04-138	7	0.0152	BACKYARD EASEMENT OFF CRESTHAVEN DR	6	VCP	34.1	0	20	4
SMH	A04-138	7	SMH	A04-139	4.1	0.0191	BACKYARD EASEMENT TO CRESTHAVEN DR	6	VCP	145.7	2	20	4

Notes:

1 FLOWS ARE PEAK WET WEATHER FLOWS.
2 THIS WORK SHALL BE COORDINATED TO OCCUR WHEN SCHOOL IS NOT IN SESSION.
3 NOT USED.
4 CONTRACTOR SHALL COORDINATE ACCESS WITH CONSTRUCTION INSPECTOR.
5 COLLECTION PIPELINE HAS PREVIOUSLY BEEN UV CIPP LINED; ONLY TOP HATS ON ACTIVE LATERALS REQUIRED.
6 UNLESS OTHERWISE NOTED, COLLECTION PIPE SHALL BE UV CIPP LINED AND TOP HATS SHALL BE INSTALLED ON ALL ACTIVE LATERALS THAT CONNECT TO THE COLLECTION PIPELINE.
7 NOT ALL LATERALS SHOWN ON PLAN.
8 CONTRACTOR SHALL COORDINATE WITH CITY TO SCHEDULE CITY CREW'S EXCAVATION AT THE FB OR CAP FOR CONTRACTOR ACCESS.
9 NO WORK ON THIS PIPELINE SEGMENT BETWEEN FEBRUARY 1ST AND AUGUST 15TH. SEE SPECIFICATIONS FOR OTHER RESTRICTIONS AND REQUIREMENTS WHEN WORKING IN OPEN SPACE AREAS.
10 THIS PIPELINE AND LATERALS ARE LOCATED WITHIN THE CITY'S DOWNTOWN WATER MAINS REPLACEMENT PROJECT – HILLCREST NEIGHBORHOOD WHICH WILL BE UNDER CONSTRUCTION DURING WORK PERIOD. CONTRACTOR SHALL COORDINATE SCHEDULE FOR THIS WORK WITH CITY'S REPRESENTATIVE FOR THIS OTHER PROJECT. ALL WORK ON THIS PIPELINE SHALL NOT OCCUR UNTIL AFTER SEPTEMBER 1, 2021.
11 THIS PIPELINE AND LATERALS ARE LOCATED WITHIN THE CITY'S DOWNTOWN WATER MAINS REPLACEMENT PROJECT – HILLCREST NEIGHBORHOOD WHICH WILL BE UNDER CONSTRUCTION DURING WORK PERIOD. CONTRACTOR SHALL COORDINATE SCHEDULE FOR THIS WORK WITH CITY'S REPRESENTATIVE FOR THIS OTHER PROJECT. ALL WORK ON THIS PIPELINE SHALL NOT OCCUR UNTIL AFTER OCTOBER 15, 2021.
12 PIPELINE INCLUDES LATERAL(S) THAT HAS EXISTING TOP HAT(S) INSTALLED AND THEREFORE LATERAL(S) NOT INCLUDED IN THE NUMBER OF LATERALS WITHIN THIS TABLE. LATERALS WITH EXISTING TOP HATS ARE COLORED GREEN ON THE PLAN SHEETS.
13 CITY WILL INSTALL NEW SMH ON EXISTING PIPELINE AT CROSSING WITH EMERALD OAK ROAD PRIOR TO CONTRACTOR'S WORK COMMENCING ON THIS PROJECT.
14 ACCESS FOR THIS PIPELINE WILL BE FROM 412 CHERRY ST. ANY DAMAGE TO THIS PROPERTY WILL NEED TO BE REPAIRED TO ITS ORIGINAL STATE OR BETTER. WORK ON THIS PROPERTY SHALL ONLY BE PERFORMED WHEN GROUND CONDITIONS ARE DRY.

Abbreviations:

AL	Alley
APT	Apartments
AV	Avenue
CAP	End of line cap
CIPP	Cured-in-place pipe
CO	Cleanout
DR	Drive
FB	Flushing Branch (either in line or end of line cleanout)
HS	High School
ID	Identification
LN	Lane
N/A	Not Applicable
RD	Road
SMH	Sewer Manhole
ST	Street
TC	Terra Cotta
VCP	Vitrified Clay Pipe
WY	Way

CWJ # 400078

LEGEND

- 2021 Rehab Main
- (E) UV CIPP Main
- Main Not In Scope
- Lateral Not In Scope
- Rehab Lateral
- Access Manhole
- Access Manhole
- Manhole
- Cap
- Flushing Branch
- Hydrant

D04-018 — 15" — 646'

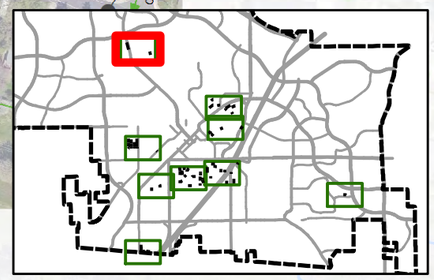
D04-442

D04-041 — 6" — 134'

D04-055 — 6" — 149'

D04-064

PLEASANT GROVE CREEK-SOUTH BRANCH



REV NO.	DATE:	DRAWN:	CHKD:	COMMENTS:

DESIGNED BY: JC
DRAWN BY: JMH
APPROVED BY: TM
DATE: JANUARY 2021

CITY OF ROSEVILLE CALIFORNIA

ENVIRONMENTAL UTILITIES ENGINEERING DIVISION

City of Roseville
2021 Sewer Collection System CIPP Rehabilitation Project

N
NOT TO SCALE

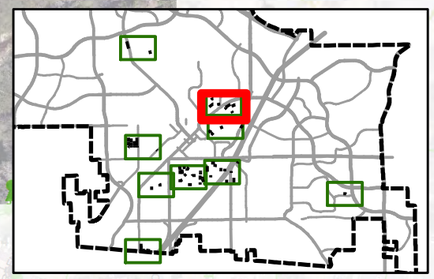
Area 1

CWJ # 400078

LEGEND

- 2021 Rehab Main
- (E) UV CIPP Main
- Main Not In Scope
- Lateral Not In Scope
- Rehab Lateral
- Access Manhole
- Access Manhole
- Manhole
- Cap
- Flushing Branch
- Hydrant

C05-007 6" C05-008
48'
C05-005
C05-483 6" 114'
C05-018
C05-009
ALTA VISTA AV
C05-002
LAS FLORES ST
C05-006
C05-492
6" 228'
C05-019
C05-013
CAMPO ST
C05-012
CORONADO AV
C05-434
6" 434'
C05-015
C05-022
C05-043
C05-171
C05-011
PULLEN ST
C05-165
C05-164
BERRY ST
TIGER WY
6" 268'
C05-033
C05-039
C05-056
ANTELOPE CREEK
ATLANTIC ST
C05-035
C05-037
C05-017
C05-023
C05-020
6" 336'
C05-045
C05-150
6" 508'
C05-048
DENVER ST
SHEARER ST
198'
C05-057
C05-031
C05-160
C05-030
C05-032
EAST ST
ENW OOD RD
C06-008
C05-062
6" 190'
C05-066
C05-048
C05-162
C05-045
EGGLESTON ST
C05-161
C05-046
PARRY ST
C05-047
EAST ST
ATLANTIC ST
C05-044
ALOLA ST
THOMAS
C05-052
DRY CREEK
HARDING BL
WILLS RD
SHADOW RIDGE



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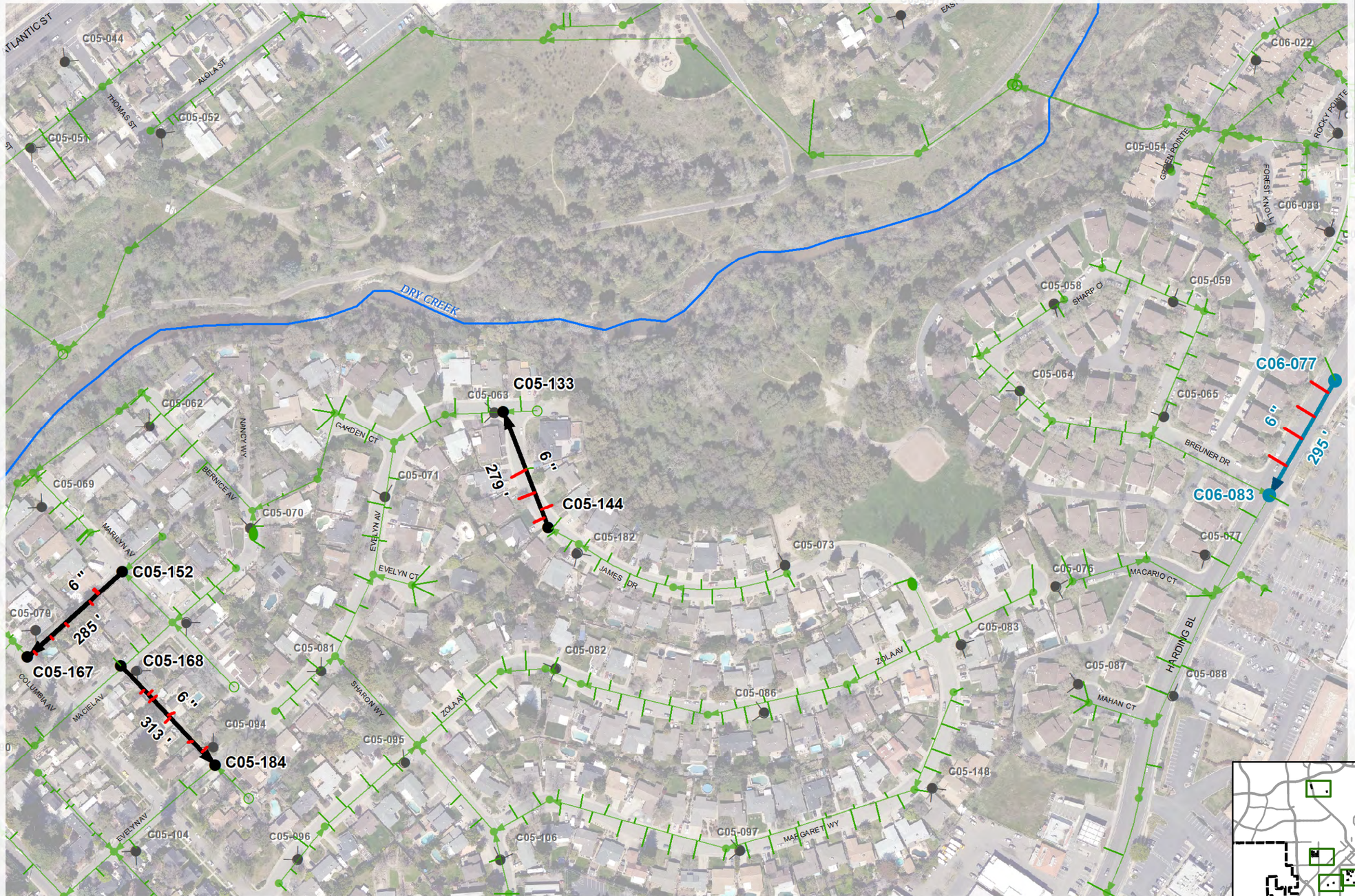
CITY OF ROSEVILLE CALIFORNIA

ENVIRONMENTAL UTILITIES ENGINEERING DIVISION

City of Roseville
2021 Sewer Collection System CIPP Rehabilitation Project

N
NOT TO SCALE

Area 4



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CITY OF ROSEVILLE CALIFORNIA

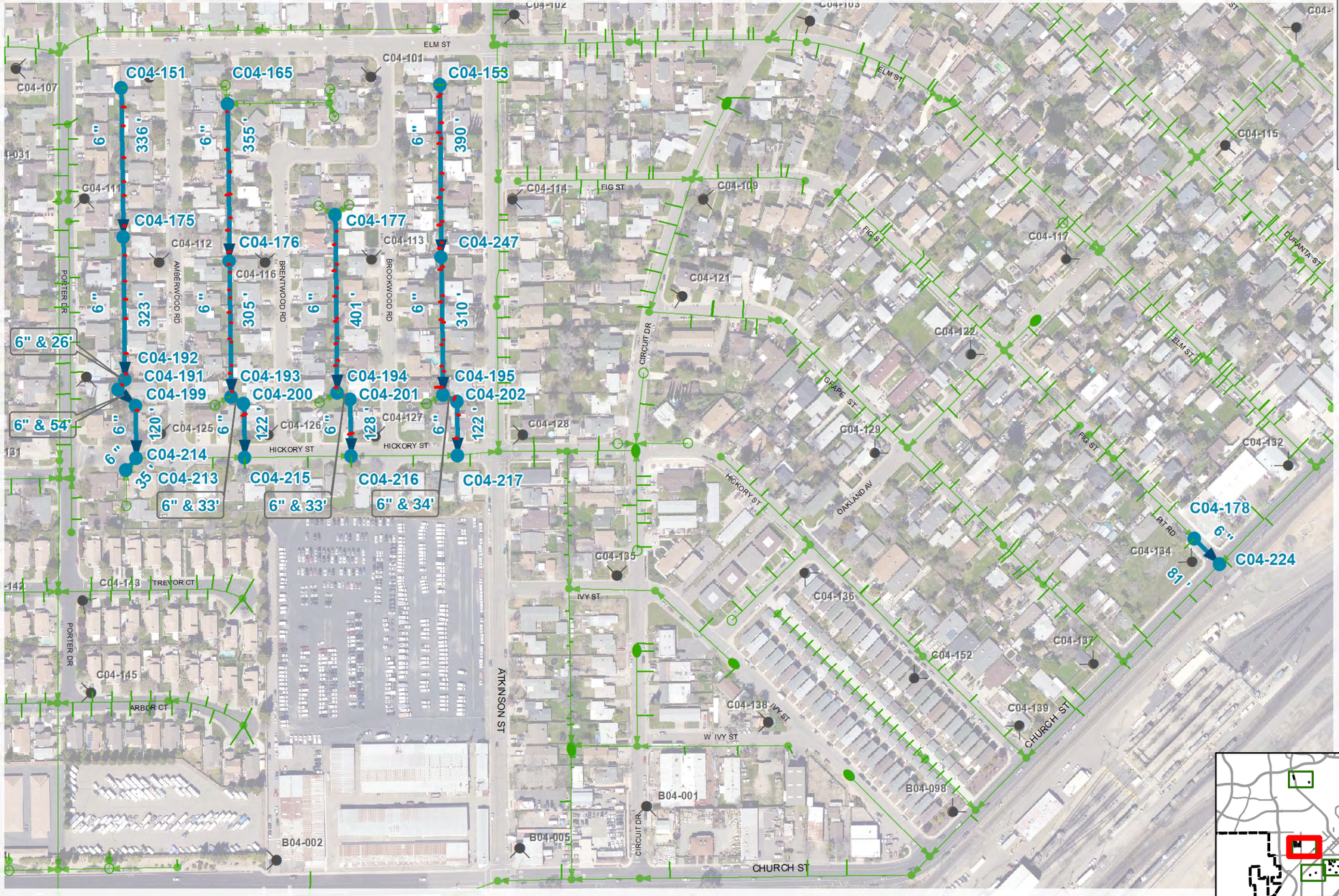
ENVIRONMENTAL UTILITIES ENGINEERING DIVISION

City of Roseville
2021 Sewer Collection System CIPP Rehabilitation Project

N
NOT TO SCALE

Area 7

CWJ # 400078



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CITY OF ROSEVILLE CALIFORNIA

ENVIRONMENTAL UTILITIES ENGINEERING DIVISION

City of Roseville
2021 Sewer Collection System CIPP Rehabilitation Project

N
NOT TO SCALE

Area 8

CWJ # 400078

LEGEND

- 2021 Rehab Main
- (E) UV CIPP Main
- Main Not In Scope
- Lateral Not In Scope
- Rehab Lateral
- Access Manhole
- Access Manhole
- Manhole
- Cap
- Flushing Branch
- Hydrant

B04-044 → B04-049: 6" 250'

B04-048 → B04-064: 6" 298'

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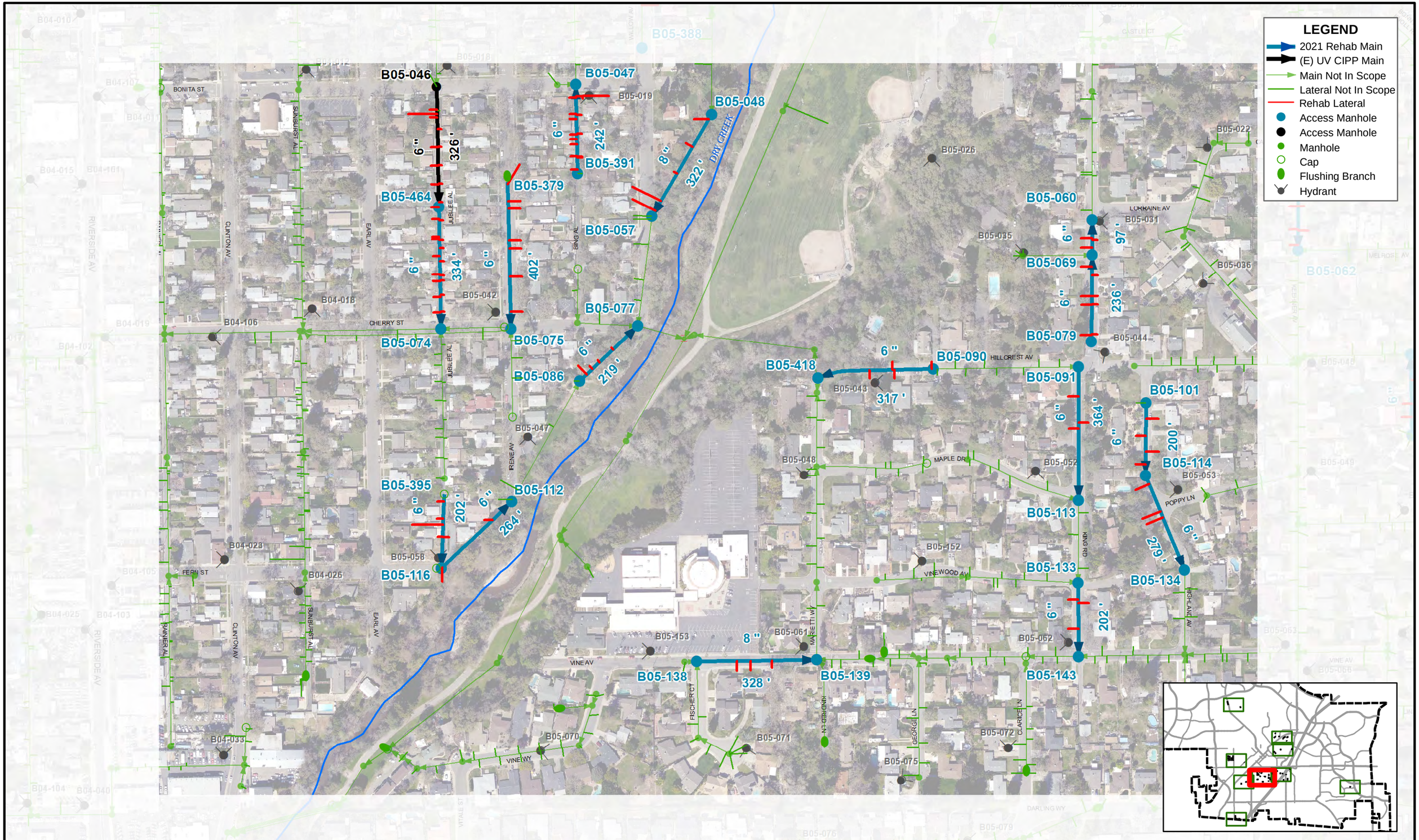
CITY OF ROSEVILLE CALIFORNIA

ENVIRONMENTAL UTILITIES ENGINEERING DIVISION

City of Roseville
2021 Sewer Collection System CIPP Rehabilitation Project

N
NOT TO SCALE

Area 11



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CITY OF ROSEVILLE CALIFORNIA

ENVIRONMENTAL UTILITIES ENGINEERING DIVISION

City of Roseville
2021 Sewer Collection System CIPP Rehabilitation Project

N
NOT TO SCALE

Area 12

LEGEND

- 2021 Rehab Main
- (E) UV CIPP Main
- Main Not In Scope
- Lateral Not In Scope
- Rehab Lateral
- Access Manhole
- Access Manhole
- Manhole
- Cap
- Flushing Branch
- Hydrant

B05-009 B05-031 6 " B05-032 315 ' B05-039 B05-469 B05-017 6 " 290 ' B05-041 B05-015 B05-157 B05-175 B05-026 8 " 156 ' B05-033 B05-016 B05-174 B05-173 B05-025 B05-024 B05-022 CAMELIA AV B05-027 6 " 489 ' B05-054 B05-055 B05-030 B05-028 6 " 296 ' 6 " 223 ' B05-034 B05-033 B05-172 B05-155 B05-449 B05-062 MELROSE AV B05-032 B05-065 B05-066 10 " 146 ' B05-072 B05-151 B05-036 B05-037 B05-093 B05-045 6 " 220 ' B05-046 B05-153 B05-038 B05-039 B05-040 B05-041 FRANCES DR B05-102 SUNSET DR B05-049 B05-050 B05-106 GERRY WY B05-051 B05-054 B05-057 LEMAR DR GOLNAR ST 6 " 400 ' B05-124 6 " B05-125 SMITH LN 253 ' B05-056 B05-135 B05-055 B05-059 B05-065 B05-066 B05-063 B05-064 AZURE CT

BONNY KNOLL RD · KEEHNER AV · WAYNE DR · MARIANN AV · LINWOOD AV · TOKYO WY · SUNRISE AV · INTERSTATE 80 · HILLCREST AV · PAGEL PARK RD · ASCOT DR · OAK RIDGE DR · PALM AV · CONROY LN

REV NO.	DATE:	DRAWN:	CHKD:	COMMENTS:

DESIGNED BY: JC
DRAWN BY: JMH
APPROVED BY: TM
DATE: JANUARY 2021

CITY OF ROSEVILLE CALIFORNIA

ENVIRONMENTAL UTILITIES ENGINEERING DIVISION

City of Roseville
2021 Sewer Collection System CIPP Rehabilitation Project

N
NOT TO SCALE

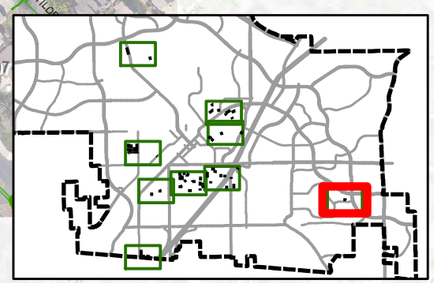
Area 13

CWJ # 400078

LEGEND

- 2021 Rehab Main
- (E) UV CIPP Main
- Main Not In Scope
- Lateral Not In Scope
- Rehab Lateral
- Access Manhole
- Access Manhole
- Manhole
- Cap
- Flushing Branch
- Hydrant

B07-197 — 6 " — 281 ' — B07-198



REV NO.	DATE:	DRAWN:	CHKD:	COMMENTS:

DESIGNED BY: JC
DRAWN BY: JMH
APPROVED BY: TM
DATE: JANUARY 2021

CITY OF ROSEVILLE CALIFORNIA

ENVIRONMENTAL UTILITIES ENGINEERING DIVISION

City of Roseville
2021 Sewer Collection System CIPP Rehabilitation Project

NOT TO SCALE

Area 15

CWJ # 400078

REV NO.	DATE:	DRAWN:	CHKD:	COMMENTS:

DESIGNED BY: JC
DRAWN BY: JMH
APPROVED BY: TM
DATE: JANUARY 2021

CITY OF ROSEVILLE CALIFORNIA

ENVIRONMENTAL UTILITIES ENGINEERING DIVISION

City of Roseville
2021 Sewer Collection System CIPP Rehabilitation Project

N
NOT TO SCALE

Area 20

COUNCIL COMMUNICATION

CC #: 1357
File #: 0800-05

Title:	800MHz P25 Radio System Trunk Logging Recorder - Purchase Order and Project Contingency Authorization
Contact:	Claudia Harlan 916-774-5003 charlan@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve use of a portion of the original 800MHz P25 Radio System project's second contingency allocation, as outlined in the July 5, 2017 Council Communication, for the purchase of a second Verint Media Recorder - Trunk Logging Recorder (TLR) Server.

BACKGROUND

On July 5, 2017, Council authorized the purchase of several components for the P25 system and 5% of the project cost, approximately $330,000, in a second contingency allocation. This contingency was not needed at the time, but a portion of it is now required to pay for an additional TLR server. The Council Communication included language requiring staff to return to Council for approval to spend any amount from the 5% allocation.

On December 6, 2017, Council authorized the purchase of the existing Verint Media Recorder – TLR Server which was subsequently installed and is currently in use today. The Verint recording system provided by Capture Technologies is the radio recording system for many P25 radio system 'talkgroups' including Police, Fire and Citywide Tactical communications. The Verint system enables all audio flowing to and from the Roseville Police and Fire Dispatch Communications Center to be recorded including radio traffic, 9-1-1 calls, business phone lines and dispatch-to-dispatch communications with other agencies.

Redundant recording solutions ensure mission critical public safety communications are continuously captured for future retrieval to serve a variety of purposes including response to District Attorney requests, dispatch supervisor training and technical troubleshooting of P25 radio system issues.

FISCAL IMPACT

The recommended solution costs $31,503.25 which includes Verint equipment, Capture Technologies' implementation and support services, and taxes. Additionally, there would be another effort to integrate with the Zetron dispatch consoles in the amount of $5,337.60 (assuming high-end until final quote is provided) which will be purchased in a different Purchase Order. The original project's second 5% contingency is already budgeted in the 800MHz Radio System Replacement Project's CIP. The additional TLR will bring the remaining balance in the CIP to approximately $292,000. Ultimately, staff plans to close out the CIP at the end of the current fiscal year and return the remaining resources to the funds that contributed to the project. .

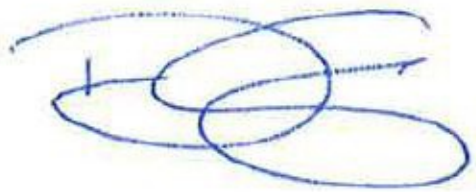
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief



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Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 1356
File #: 0400-04-12-1 & 0400-07

Title:	Federico Phase 1 Village 4 - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public the public utility easements offered thereon, and accept subject to improvement, Lots A, B, C, D, the rights of way and paseo easement offered thereon; and approve the abandonment of the easements listed thereon.
2. Adopt a resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 33 residential lots and 4 public landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

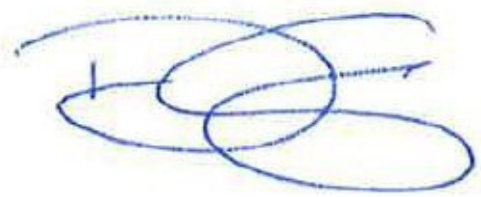
Approval of the Federico Phase 1 Village 4 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Federico Phase 1 Village 4 final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Federico Phase 1 Village 4 final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be

implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-117

Subdivision Agreement

Final Map

RESOLUTION NO. 21-117

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and K. Hovnanian Homes Northern California, Inc., for the Federico - Phase 1 – Village 4 subdivision, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

SUBDIVISION AGREEMENT

Federico - Phase 1 - Village 4 SUBDIVISION

THIS AGREEMENT, made and entered into this____day of_____, 20_, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and K. Hovnanian Homes Northern California, Inc., a California corporation, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "Federico - Phase 1 - Village 4 Subdivision" (Subdivision no. PL17-0024 ; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 9th day of November, 20 17, and the final map of the Subdivision has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____day of_____, 20__in Book_____of Parcel/Subdivision Maps at Page_____in the Official Records, Placer County Recorder, file no._____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay & Somps, dated February, 2021 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2022, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of $1,212,715.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

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

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
General Liability	$2,000,000 per occurrence $4,000,000 aggregate Personal Injury: $2,000,000 per occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit

Workers' Compensation Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

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

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

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Robert Sprague - Forward Planning Manager
K. Hovnanian Homes
3721 Douglas Blvd., Suite 150
Roseville, CA 95661

Either party may amend its address by giving written notice to the other.

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No._, adopted by the Council of the City of Roseville on the ____day of_____, 20_, and SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation,

BY:_____
DOMINICK CASEY
City Manager

K. Hovnanian Homes Northern California, Inc.,
a California corporation

BY:_____
its: Kevin Kimball, Region President

[E:\agreement\form agreements\subdivision agmt.docx; 8/9/2018]

ATTEST:

BY:_____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY:_____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:_____
MARC STOUT
City Engineer

and

K. Hovnanian Homes Northern California, Inc.
A California corporation

BY:_____

its: Tim Collison, Controller

(NOTARIZATION REQUIRED)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of PLACER)

On FEBRUARY 4, 2021 before me, HAILEE S. DEVEY, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared TIM COLLISON,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

HAILEE S. DEVEY
Notary Public - California
Sacramento County
Commission # 2242519
My Comm. Expires May 13, 2022

Signature _____ **(Seal)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of PLACER)

On FEBRUARY 4, 2021 before me, HAILEE S. DEVEY, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared KEVIN KIMBALL,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

HAILEE S. DEVEY
Notary Public - California
Sacramento County
Commission # 2242519
My Comm. Expires May 13, 2022

Signature _____ (Seal)

BOOK_____ OF MAPS, PAGE_____

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 4" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C, D, THE STREETS SHOWN HEREON AS FORTUNA DRIVE, FORTUNA COURT, HELIOS COURT AND AFTERGLOW COURT AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C AND D SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).

(C) A PUBLIC EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS FORTUNA DRIVE, FORTUNA COURT, HELIOS COURT AND AFTERGLOW COURT.

(B) LOTS A, B, C AND D AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS-OF-WAY.

K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC.
A CALIFORNIA CORPORATION

BY: _____ BY: _____

NAME: KEVIN KIMBALL
ITS: REGION PRESIDENT

NAME: TIM COLLISON
ITS: DIVISION CONTROLLER

DATE: _____ DATE: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

ON_____ BEFORE ME,_____, A NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICAL SEAL.

_____
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS _____COUNTY

MY COMMISSION EXPIRES: _____MY COMMISSION NUMBER: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

ON_____ BEFORE ME,_____, A NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICAL SEAL.

_____
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS _____COUNTY

MY COMMISSION EXPIRES: _____MY COMMISSION NUMBER: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 4" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF MOURIER INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND WESTPARK SIERRA VISTA LLC, IN NOVEMBER 2017. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

Preliminary
FOR REVIEW PURPOSES ONLY

PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: 02/24/2021

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 4" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: _____

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 4" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: _____

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 4", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B, C AND D, THE PUBLIC RIGHTS-OF-WAY AND PASEO EASEMENT OFFERED HEREON FOR DEDICATION, AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENTS LISTED WITHIN NOTE 6 ON SHEET 2.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____.M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

_____ DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY:_____ FEE: $ _____
DEPUTY

FINAL MAP OF
FEDERICO - PHASE 1
VILLAGE 4
SUBDIVISION NO. PL17-0024

BEING A SUBDIVISION OF LOT 10 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6 PLACER COUNTY RECORDS, BEING PORTIONS OF SECTIONS 26, 35 AND 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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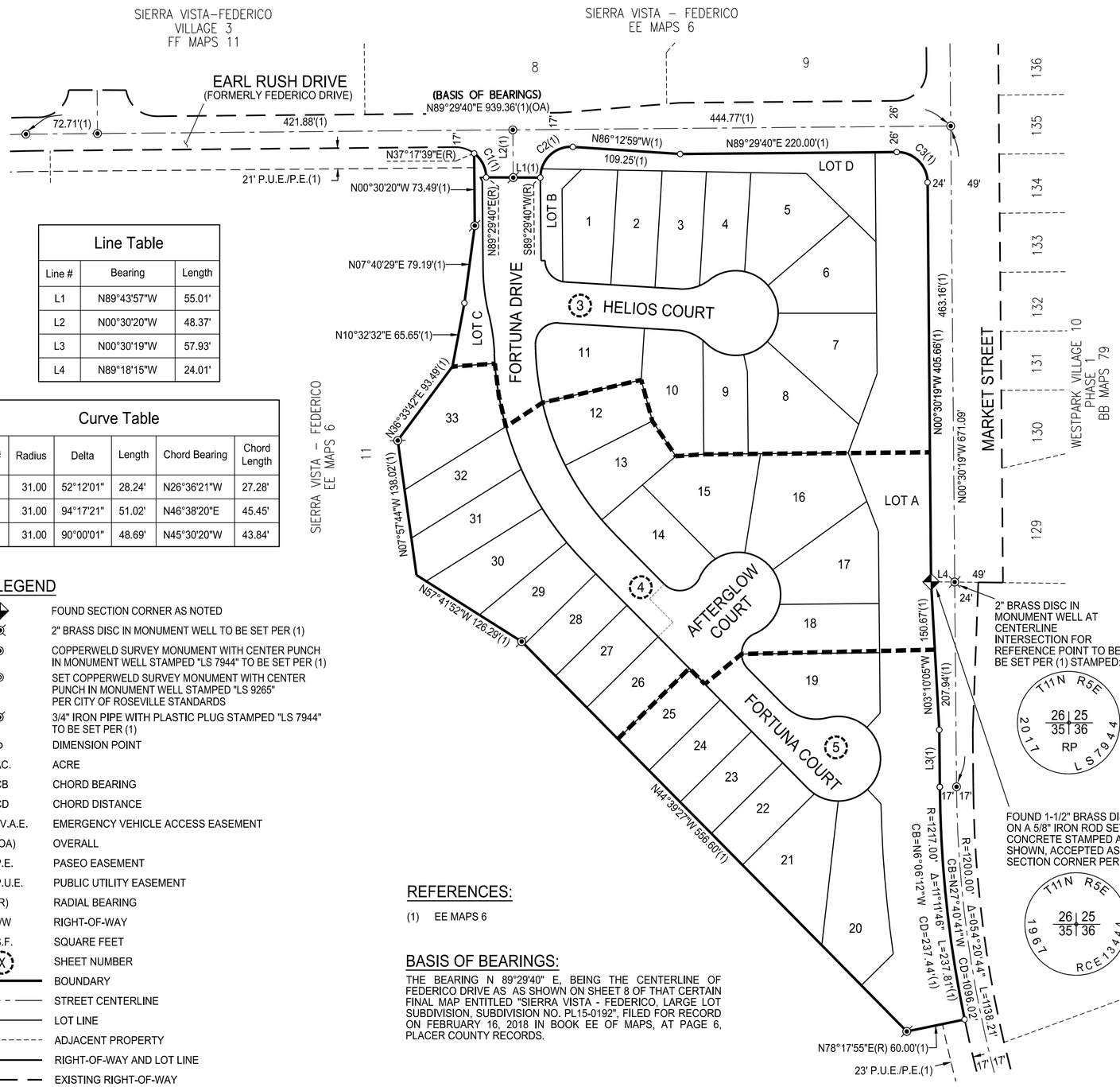
APRIL 2021

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

BOOK_____ OF MAPS, PAGE_____



Line Table		
Line #	Bearing	Length
L1	N89°43'57"W	55.01'
L2	N00°30'20"W	48.37'
L3	N00°30'19"W	57.93'
L4	N89°18'15"W	24.01'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	31.00	52°12'01"	28.24'	N26°36'21"W	27.28'
C2	31.00	94°17'21"	51.02'	N46°38'20"E	45.45'
C3	31.00	90°00'01"	48.69'	N45°30'20"W	43.84'

LEGEND

◆	FOUND SECTION CORNER AS NOTED
⊗	2" BRASS DISC IN MONUMENT WELL TO BE SET PER (1)
⊙	COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" TO BE SET PER (1)
◎	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265" PER CITY OF ROSEVILLE STANDARDS
⊗	3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944" TO BE SET PER (1)
○	DIMENSION POINT
AC.	ACRE
CB	CHORD BEARING
CD	CHORD DISTANCE
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT
(OA)	OVERALL
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
R/W	RIGHT-OF-WAY
S.F.	SQUARE FEET
(X)	SHEET NUMBER
———	BOUNDARY
—— - ——	STREET CENTERLINE
———	LOT LINE
- - - - - - - - -	ADJACENT PROPERTY
———	RIGHT-OF-WAY AND LOT LINE
— — —	EXISTING RIGHT-OF-WAY
– – – – –	EASEMENT
– – – – –	LIMITS OF STREET

REFERENCES:

(1) EE MAPS 6

BASIS OF BEARINGS:

THE BEARING N 89°29'40" E, BEING THE CENTERLINE OF FEDERICO DRIVE AS AS SHOWN ON SHEET 8 OF THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO, LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS.

NOTES:

1. TOTAL AREA OF THIS SUBDIVISION IS 7.699± ACRES, GROSS, CONSISTING OF 33 RESIDENTIAL LOTS AND 4 LANDSCAPE LOTS.

2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.

3. ALL FRONT LOT CORNERS ARE MARKED BY A 1" BRASS DISC STAMPED "LS 9265" IN THE SIDEWALK OR CONCRETE GUTTER ON THE EXTENSION OF SIDE LOT LINES 1.00 FOOT FROM THE FRONT PROPERTY LINE (R/W).

4. ALL REAR CORNERS AND ANGLE POINTS, UNLESS SHOWN OTHERWISE, ARE MARKED BY A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265". WHERE REAR CORNERS FALL IN A MASONRY WALL OR FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE WITH A 4.00' OFFSET TO THE REAR CORNER OR, WHERE AN OFFSET MONUMENT CANNOT BE SET, A 3/4" BRASS TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FEET ABOVE GROUND OR ON TOP OF THE WALL.

5. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC. DATED FEBRUARY, 2017; PROJECT NUMBER E 16372.00 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE No. 308-870.

6. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RESUBDIVIDED, AND THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATION THAT AFFECT THIS MAP ARE HEREBY ABANDONED:
   A. THOSE PORTIONS OF THE PUBLIC UTILITY EASEMENT (P.U.E.) LYING WITHIN LOT 10 AS SHOWN IN THAT CERTAIN MAP ENTITLED " FINAL MAP OF SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" FILED FOR RECORD IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS.
   B. THOSE PORTIONS OF THE PASEO EASEMENT (P.E.) LYING WITHIN LOT 10 AS SHOWN IN THAT CERTAIN MAP ENTITLED " FINAL MAP OF SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" FILED FOR RECORD IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS.

7. THIS PROPERTY IS SUBJECT TO THE TERMS, CONDIITIONS AND COVENANTS OF A RECIPROCAL EASEMENT AGREEMENT FOR TEMPORARY ACCESS AND TEMPORARY CONSTRUCTION PURPOSES RECORDED ON JUNE 6, 2017 AS DOC. NO. 2017-0041424. SAID EASEMENT, NOT SHOWN HEREON, LIES ENTIRELY WITHIN LOTS A, C, AND D.

N

0 40 80 160

SCALE: 1"=80'

FINAL MAP OF
FEDERICO - PHASE 1
VILLAGE 4
SUBDIVISION NO. PL17-0024

BEING A SUBDIVISION OF LOT 10 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6 PLACER COUNTY RECORDS, BEING PORTIONS OF SECTIONS 26, 35 AND 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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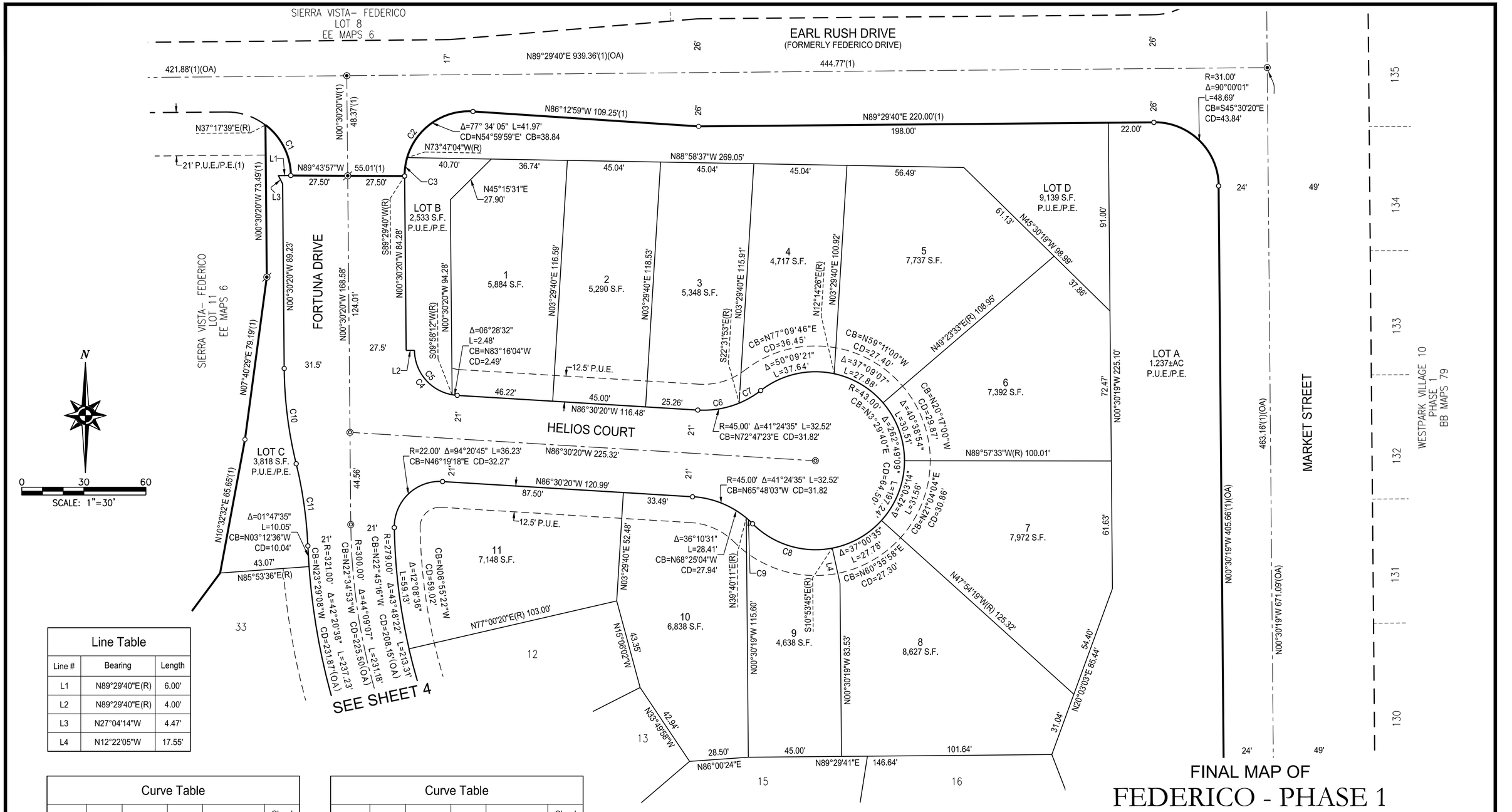
APRIL 2021

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

BOOK_____OF MAPS, PAGE_____



Line Table		
Line #	Bearing	Length
L1	N89°29'40"E(R)	6.00'
L2	N89°29'40"E(R)	4.00'
L3	N27°04'14"W	4.47'
L4	N12°22'05"W	17.55'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	31.00	52°12'01"	28.24'	N26°36'21"W	27.28'
C2	31.00	94°17'21"	51.02'	N46°38'20"E	45.45'
C3	31.00	16°43'16"	9.05'	N07°51'18"E	9.01'
C4	22.00	86°00'00"	33.02'	N43°30'20"W	30.01'
C5	22.00	79°31'28"	30.54'	N40°16'04"W	28.14'
C6	45.00	26°01'33"	20.44'	N80°28'53"E	20.27'
C7	45.00	15°23'01"	12.08'	N59°46'36"E	12.05'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C8	43.00	55°47'59"	41.88'	N72°59'45"W	40.24'
C9	45.00	05°14'03"	4.11'	N47°42'47"W	4.11'
C10	200.00	13°19'09"	46.49'	N07°09'55"W	46.39'
C11	200.00	11°30'40"	40.18'	N08°04'09"W	40.11'

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

FINAL MAP OF

FEDERICO - PHASE 1

VILLAGE 4

SUBDIVISION NO. PL17-0024

BEING A SUBDIVISION OF LOT 10 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6 PLACER COUNTY RECORDS, BEING PORTIONS OF SECTIONS 26, 35 AND 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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BOOK_____OF MAPS, PAGE_____

SEE SHEET 3

SEE SHEET 3

SEE SHEET 5

SEE SHEET 5

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

LOT A
1.237±AC
P.U.E./P.E.

FOUND 1-1/2" BRASS DISC ON A 5/8" IRON ROD SET IN CONCRETE STAMPED AS SHOWN, ACCEPTED AS SECTION CORNER PER (1)

2" BRASS DISC IN MONUMENT WELL AT CENTERLINE INTERSECTION FOR REFERENCE POINT TO BE SET BY (1) STAMPED:

0 30 60
SCALE: 1"=30'

FINAL MAP OF
FEDERICO - PHASE 1
VILLAGE 4
SUBDIVISION NO. PL17-0024

BEING A SUBDIVISION OF LOT 10 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6 PLACER COUNTY RECORDS, BEING PORTIONS OF SECTIONS 26, 35 AND 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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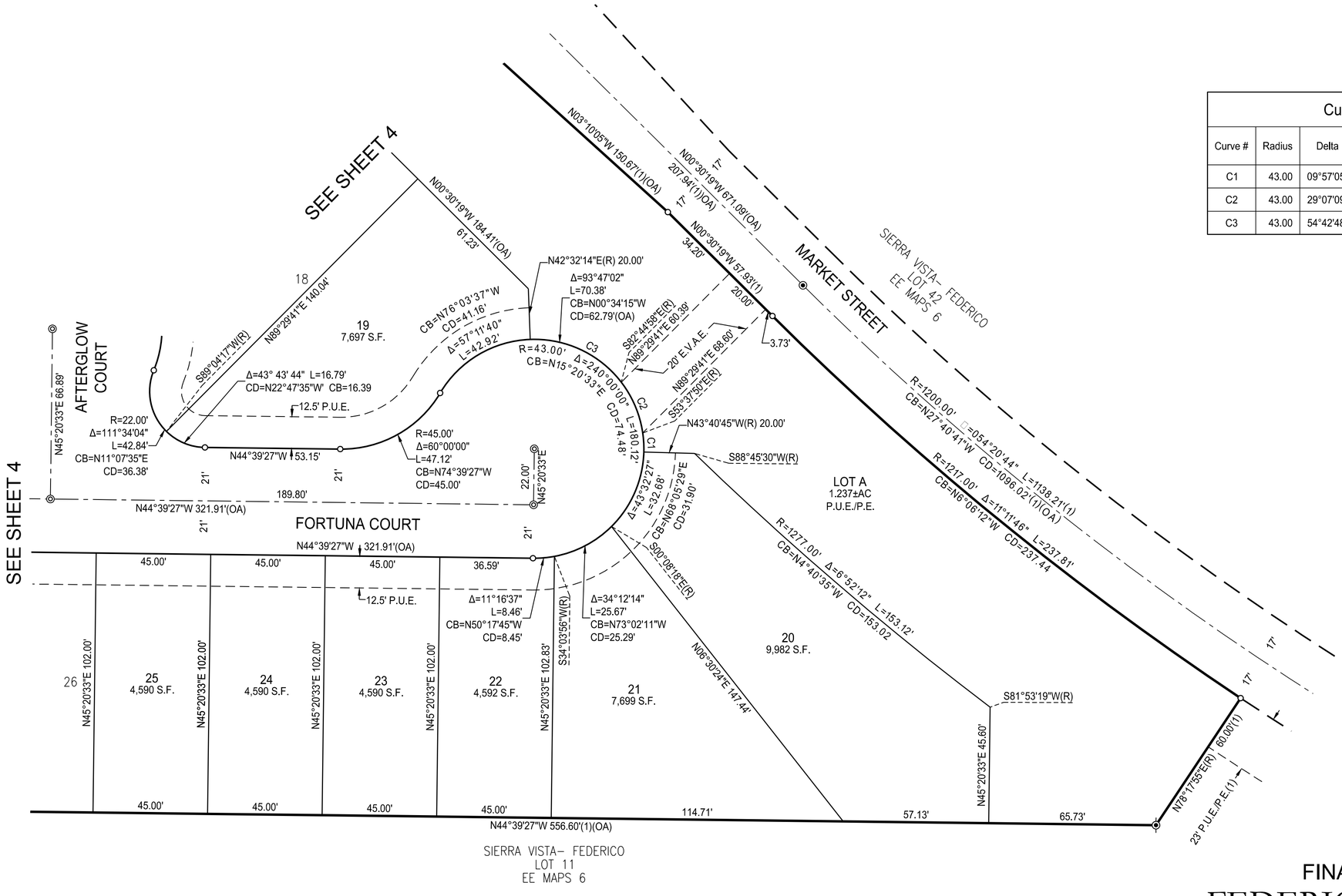
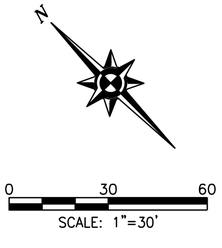
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	43.00	09°57'05"	7.47'	N41°20'43"E	7.46'
C2	43.00	29°07'09"	21.85'	N21°48'36"E	21.62'
C3	43.00	54°42'48"	41.06'	N20°06'22"W	39.52'





FINAL MAP OF

FEDERICO - PHASE 1

VILLAGE 4

SUBDIVISION NO. PL17-0024

BEING A SUBDIVISION OF LOT 10 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6 PLACER COUNTY RECORDS, BEING PORTIONS OF SECTIONS 26, 35 AND 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

COUNCIL COMMUNICATION

CC #: 1352
File #: 0400-04-18-1 & 0400-07

Title:	Campus Oaks CO-07 - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.11.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public the public utility easements offered thereon, and accept subject to improvement, Lot A and the rights of way offered thereon.
2. Adopt a resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services Department, Engineering Division, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 70 residential lots and 1 public landscape lot.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

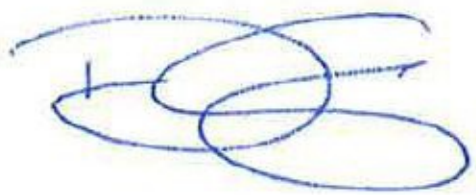
ENVIRONMENTAL REVIEW

Approval of the Campus Oaks CO-07 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Campus Oaks CO-07 final map was accomplished with the preparation of an Addendum to the Hewlett-Packard Master Plan Environmental Impact Report (HPMP EIR) as part of the analysis for the Campus Oaks Master Plan project (Hewlett-Packard Campus Oaks Addendum), which was approved by City Council on August 5, 2015. Because the Campus Oaks CO-07 final map is consistent with project evaluated in the Hewlett-Packard Campus Oaks Addendum, no new effects would be expected to occur and all applicable mitigation measures identified in the Addendum to the HPMP will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-113

Subdivision Agreement

Final Map

RESOLUTION NO. 21-113

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE, BBC ROSEVILLE OAKS, LLC, AND LENNAR HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville, BBC Roseville Oaks, LLC, and Lennar Homes of California, Inc., for the Campus Oaks CO-07 subdivision, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

CAMPUS OAKS-CO-07

SUBSDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20____, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and BBC Roseville Oaks LLC, an Illinois limited liability company (the "DEVELOPER") and Lennar Homes of California Inc., a California corporation (the "BUILDER").

W I T N E S S E T H:

WHEREAS, BUILDER is possessed and owner of a tract of land lying in the City of Roseville, County of Placer, known as "Campus Oaks -CO-07 Subdivision" (Subdivision no. PL18-0192 ; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 24 day of April, 2020, and the final map of the Subdivision has been approved subject to the execution of this Agreement; OR

WHEREAS, the final map has been filed on the ____ day of _____, 20____ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, BUILDER has purchased the Subdivision ("Property") from the DEVELOPER; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that DEVELOPER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to DEVELOPER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. DEVELOPER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to

the improvement plans for the Subdivision prepared by Morton & Pitalo Inc., dated August 21, 2020 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before February 28, 2023, such survey monuments as may be required by the City Engineer ("the Work"). DEVELOPER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

DEVELOPER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by DEVELOPER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by DEVELOPER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that DEVELOPER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from DEVELOPER, DEVELOPER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at any time prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to DEVELOPER to eliminate the safety hazard. If DEVELOPER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from DEVELOPER, DEVELOPER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. DEVELOPER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to DEVELOPER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. DEVELOPER shall deposit the estimated inspection fee and

reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. DEVELOPER and BUILDER have agreed that BUILDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of $ 1,726,418.65. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. DEVELOPER shall file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be

released upon DEVELOPER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that DEVELOPER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. DEVELOPER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. DEVELOPER's Obligation to Warn Public During Construction. Until final acceptance of the Work, DEVELOPER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. DEVELOPER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. DEVELOPER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, DEVELOPER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if DEVELOPER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to DEVELOPER and to BUILDERS Surety. In such event, DEVELOPER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. DEVELOPER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, DEVELOPER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and

volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of DEVELOPER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

12. Insurance. DEVELOPER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
General Liability	$2,000,000 per occurrence $4,000,000 aggregate Personal Injury: $2,000,000 per occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Workers' Compensation	Statutory

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

b. Additional Insureds. DEVELOPER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of DEVELOPER. The additional insured coverage under the DEVELOPER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may

be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by DEVELOPER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event DEVELOPER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of DEVELOPER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of DEVELOPER. In the event CITY seeks recourse against a security, CITY shall also have recourse against DEVELOPER for any and all amounts necessary to complete the obligations of DEVELOPER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and DEVELOPER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

CITY: Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

DEVELOPER: BBC Roseville Oaks, LLC
130 Diamond Creek Place, # 1
Roseville, CA 95747

BUILDER: Larry Gualco, VP
Lennar Homes of California, Inc.
1420 Rocky Ridge, #320
Roseville CA 95661

Parties may amend their address by giving written notice to the other parties.

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

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

DEVELOPER:

BBC Roseville Oaks LLC ,
an Illinois Limited Liability Company

BY: _____

its: Member, Stephen L. DesJardin

and

BY: _____

its: _____

BUILDER:

Lennar Homes of California, Inc.
a California, Corporation

BY: _____

its: Larry Gualco, VP

and

BY: _____

its: Earl Keith, Controller

(NOTARIZATION REQUIRED)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer } *ss.*

On January 29, 2021 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MONIQUE REYNOLDS
Notary Public - California
Placer County
Commission # 2337907
My Comm. Expires Nov 24, 2024

Signature

(seal)

OPTIONAL INFORMATION

Date of Document Campus Oaks CO-7

Type or Title of Document

Number of Pages in Document

Document in a Foreign Language

Thumbprint of Signer

Type of Satisfactory Evidence:
_____ Personally Known with Paper Identification
_____ Paper Identification
_____ Credible Witness(es)

☐ Check here if no thumbprint or fingerprint is available.

Capacity of Signer:
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

Other Information: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer } ss.

On January 29, 2021 before me, Monique Reynolds,

Notary Public, personally appeared Earl Keith,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MONIQUE REYNOLDS
Notary Public - California
Placer County
Commission # 2337907
My Comm. Expires Nov 24, 2024

Signature

(seal)

OPTIONAL INFORMATION

Date of Document _____
Campus Oaks CO-7

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Thumbprint of Signer

Type of Satisfactory Evidence:
_____ Personally Known with Paper Identification
_____ Paper Identification
_____ Credible Witness(es)

☐ Check here if no thumbprint or fingerprint is available.

Capacity of Signer:
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

Other Information: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer } ss.

On February 16,2021 before me, Monique Reynolds,

Notary Public, personally appeared Stephen L. Des Jardins

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MONIQUE REYNOLDS
Notary Public - California
Placer County
Commission # 2337907
My Comm. Expires Nov 24, 2024

Monique Reynolds
Signature

(seal)

OPTIONAL INFORMATION

Date of Document Campus Oaks

Type or Title of Document

Number of Pages in Document

Document in a Foreign Language

Thumbprint of Signer

Type of Satisfactory Evidence:
_____ Personally Known with Paper Identification
_____ Paper Identification
_____ Credible Witness(es)

☐ Check here if no thumbprint or fingerprint is available.

Capacity of Signer:
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

Other Information: _____

BOOK _____ OF MAPS, PAGE _____

FINAL MAP
CAMPUS OAKS CO-7

SUBDIVISION NO. PL18-0192
BEING A SUBDIVISION OF LOT 1, ___ MAPS ___
PLACER COUNTY RECORDS
SITUATE IN SECTION 20, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
FEBRUARY 2021
MORTON & PITALO, INC.

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CAMPUS OAKS CO-7" AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP; HEREBY OFFER FOR DEDICATION, AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, WATER AND GAS PIPES, AND SEWER PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEPHONE, AND TELEVISION, SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER UNDER AND ACROSS ASHBROOK COURT, ASHBROOK STREET, BLADE COURT, KNOTS STREET, AND JET PLACE TOGETHER WITH THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE PUBLIC RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) ASHBROOK COURT, ASHBROOK STREET, BLADE COURT, KNOTS STREET, AND JET PLACE, AS PUBLIC RIGHT OF WAY.

(B) LOT A, FOR PUBLIC DRAINAGE, BIKEWAY, PUBLIC PARK, WATER QUALITY PURPOSES AND AS PUBLIC RIGHT OF WAY.

LENNAR HOMES OF CALIFORNIA INC., A CALIFORNIA CORPORATION

_____ _____

PRINT NAME: LARRY GUALCO
TITLE: VICE PRESIDENT

PRINT NAME: ROBERT TUMMOLO
TITLE: VICE PRESIDENT

NOTARY'S STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____

COUNTY OF _____

ON _____, BEFORE ME, _____,A NOTARY PUBLIC PERSONALLY APPEARED_____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

_____

NOTARY PUBLIC, STATE OF_____

PRINT NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "CAMPUS OAKS CO-7" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA INC., IN MARCH, 2020. I HEREBY STATE THAT THIS FINAL MAP OF "CAMPUS OAKS CO-7" SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE FEBRUARY 28, 2023 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
CHRISTOPHER J. GORGES, P.L.S. 7350

_____
DATE

PROFESSIONAL LAND SURVEYOR
CHRISTOPHER JOSEPH GORGES
No. 7350
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CAMPUS OAKS CO-7" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED _____ _____

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRATION DATE: 9/30/2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CAMPUS OAKS CO-7" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED _____ _____

TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2021

PROFESSIONAL LAND SURVEYOR
TIMOTHY G. BLAIR
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CAMPUS OAKS CO-7" AND HAS ACCEPTED, ON BEHALF OF THE PUBLIC, THE PUBLIC EASEMENTS OFFERED HEREON FOR DEDICATION, AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOT A AND THE PUBLIC RIGHTS OF WAY HEREON OFFERED FOR DEDICATION.

_____
CITY CLERK, CITY OF ROSEVILLE

DATED _____ _____

ASSISTANT CITY CLERK

RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT _____ MINUTES AFTER _____ O'CLOCK ON THE DAY OF _____, 2021, AND RECORDED IN BOOK ____ OF MAPS, AT PAGE ____, AT THE REQUEST OF MORTON & PITALO, INC.

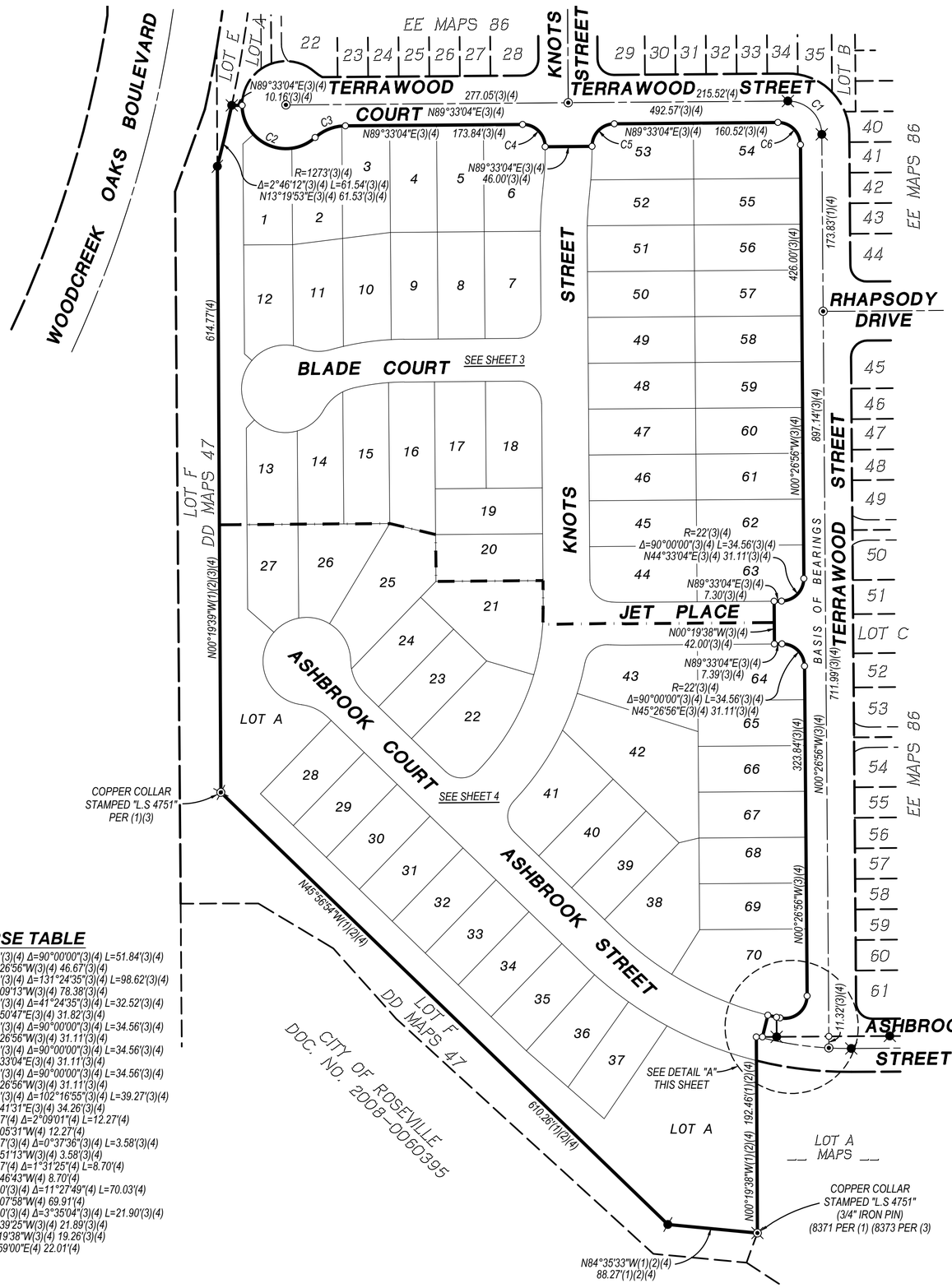
FILE NO. _____ _____

COUNTY RECORDER OF PLACER COUNTY

FEE: _____ BY: _____

DEPUTY

Dwg: Z:\2013\130076-04 (CO-7)\DWG\SRVY\WORKING\FINAL MAP\130076-04-FM01.DWG | Saved: 01/12/21 12:41pm MCHABA



GRAPHIC SCALE

80 40 0 80 160

1 in = 80 ft

NOTES

1. TOTAL AREA OF THIS SUBDIVISION IS 11.781 ACRES, CREATING 70 RESIDENTIAL LOTS AND ONE PUBLIC LOT FOR DRAINAGE, BIKEWAY AND WATER QUALITY PURPOSES.

2. A SOILS REPORT PREPARED BY ENGEO INCORPORATED, PROJECT NO. 11216.003.000 DATED MARCH 24, 2017 IS ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT AS FILE NO. 308-812D.

3. LOT CORNERS FRONTING ASHBROOK COURT, ASHBROOK STREET, BLADE COURT, JET PLACE, KNOTS STREET, TERRAWOOD COURT AND TERRAWOOD STREET SHALL BE WITNESSED BY A 1" BRASS DISC TAGGED "L.S. 7350" SET 1.0 FEET FROM THE CORNER ON THE PROJECTED LOT LINE EXCEPT AS SHOWN OTHERWISE.

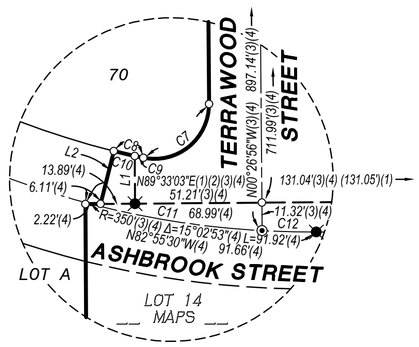
BASIS OF BEARINGS

THE MERIDIAN OF THIS SURVEY IS THE CENTERLINE OF TERRAWOOD STREET, AS SAID CENTERLINE IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK EE OF MAPS, PAGE 86, PLACER COUNTY RECORDS, AND WAS ESTABLISHED BY FOUND MONUMENTS SHOWN HEREON.

LEGEND

- ○ .....DIMENSION POINT, NOTHING FOUND OR SET
- ⌀ .....SET 1" GALVANIZED PIPE TAGGED "L.S. 7350"
- ◎ .....SET BRONZE DISC STAMPED "L.S. 7350" IN WELL
- ✱ .....FOUND 1" GALVANIZED PIPE TAGGED "L.S. 7350" PER (3)(4)
- ● .....FOUND 1" GALVANIZED PIPE TAGGED "L.S. 9058" PER (4)
- ⊗ .....FOUND 3/4" REBAR AS NOTED
- ⊙ .....FOUND BRONZE DISC STAMPED "L.S. 7350" IN WELL PER (3)(4)

P.U.E. .....PUBLIC UTILITY EASEMENT
P.P.E. .....PUBLIC PEDESTRIAN EASEMENT
S.F. .....SQUARE FEET
(1).....RECORD PER DD MAPS 47
(2)..... RECORD PER 23 R.S. 160
(3)..... RECORD PER EE MAPS 86
(4)..... RECORD PER ___ MAPS ___



DETAIL "A"
N.T.S.

COURSE TABLE

C1.....R=33'(3)(4) Δ=90°00'00"(3)(4) L=51.84'(3)(4) N45°26'56"W(3)(4) 46.67'(3)(4)
C2.....R=43'(3)(4) Δ=131°24'35"(3)(4) L=98.62'(3)(4) N66°09'13"W(3)(4) 78.38'(3)(4)
C3.....R=45'(3)(4) Δ=41°24'35"(3)(4) L=32.52'(3)(4) N68°50'47"E(3)(4) 31.82'(3)(4)
C4.....R=22'(3)(4) Δ=90°00'00"(3)(4) L=34.56'(3)(4) N45°26'56"W(3)(4) 31.11'(3)(4)
C5.....R=22'(3)(4) Δ=90°00'00"(3)(4) L=34.56'(3)(4) N44°33'04"E(3)(4) 31.11'(3)(4)
C6.....R=22'(3)(4) Δ=90°00'00"(3)(4) L=34.56'(3)(4) N45°26'56"W(3)(4) 31.11'(3)(4)
C7.....R=22'(3)(4) Δ=102°16'55"(3)(4) L=39.27'(3)(4) N50°41'31"E(3)(4) 34.26'(3)(4)
C8.....R=327'(4) Δ=2°09'01"(4) L=12.27'(4) N77°05'31"W(4) 12.27'(4)
C9.....R=327'(3)(4) Δ=0°37'36"(3)(4) L=3.58'(3)(4) N77°51'13"W(3)(4) 3.58'(3)(4)
C10....R=327'(4) Δ=1°31'25"(4) L=8.70'(4) N76°46'43"W(4) 8.70'(4)
C11....R=350'(3)(4) Δ=11°27'49"(4) L=70.03'(4) N81°07'58"W(4) 69.91'(4)
C12....R=350'(3)(4) Δ=3°35'04"(3)(4) L=21.90'(3)(4) N88°39'25"W(3)(4) 21.89'(3)(4)
L1.....N00°19'38"W(3)(4) 19.26'(3)(4)
L2.....N13°59'00"E(4) 22.01'(4)

FINAL MAP
CAMPUS OAKS CO-7

SUBDIVISION NO. PL18-0192
BEING A SUBDIVISION OF LOT 1, ___ MAPS ___
PLACER COUNTY RECORDS
SITUATE IN SECTION 20, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
FEBRUARY 2021 SCALE: 1"=80'

MORTON & PITALO, INC.

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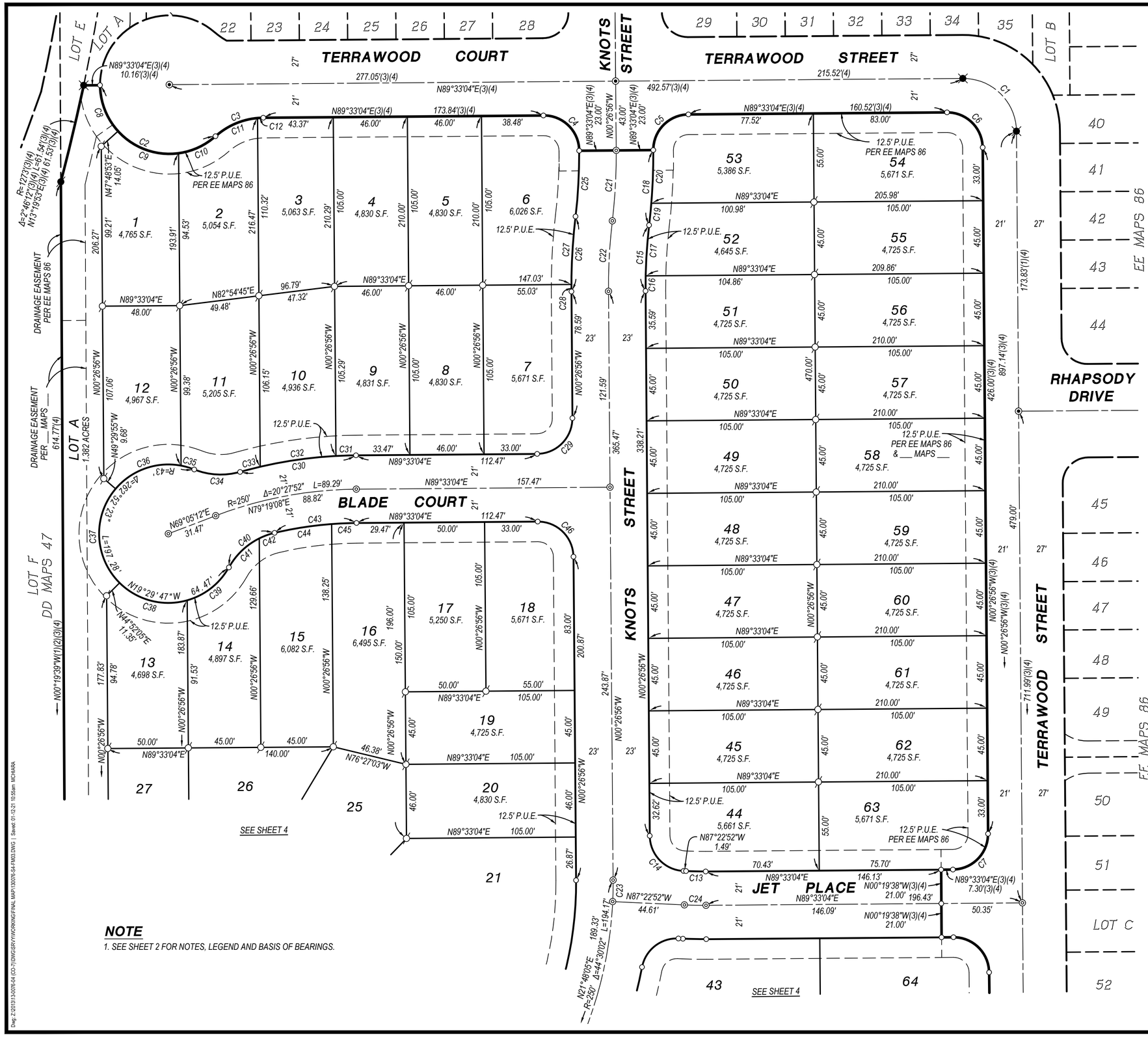

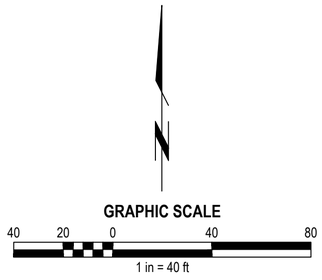

COURSE TABLE

C1....R=33'(3)(4) Δ=90°00'00"(3)(4) L=51.84'(3)(4) N45°26'56"W(3)(4) 46.67'(3)(4)
C2....R=43'(3)(4) Δ=131°24'35"(3)(4) L=98.62'(3)(4) N66°09'13"W(3)(4) 78.38'(3)(4)
C3....R=45'(3)(4) Δ=41°24'35"(3)(4) L=32.52'(3)(4) N68°50'47"E(3)(4) 31.82'(3)(4)
C4....R=22'(3)(4) Δ=90°00'00"(3)(4) L=34.56'(3)(4) N45°26'56"W(3)(4) 31.11'(3)(4)
C5....R=22'(3)(4) Δ=90°00'00"(3)(4) L=34.56'(3)(4) N44°33'04"E(3)(4) 31.11'(3)(4)
C6....R=22'(3)(4) Δ=90°00'00"(3)(4) L=34.56'(3)(4) N45°26'56"W(3)(4) 31.11'(3)(4)
C7....R=22'(3)(4) Δ=90°00'00"(3)(4) L=34.56'(3)(4) N44°33'04"E(3)(4) 31.11'(3)(4)
C8....R=43'(3)(4) Δ=41°44'12" L=31.32' N21°19'02"W 30.63'
C9....R=43'(3)(4) Δ=55°30'49" L=41.66' N69°56'32"W 40.05'
C10....R=43'(3)(4) Δ=34°09'34" L=25.64' N65°13'17"E 25.26'
C11....R=45'(3)(4) Δ=36°46'39" L=28.88' N66°31'49"E 28.39'
C12....R=45'(3)(4) Δ=4°37'56" L=3.64' N87°14'06"E 3.64'
C13....R=229' Δ=3°04'04" L=12.26' N88°54'54"W 12.26'
C14....R=22' Δ=86°55'56" L=33.38' N43°54'54"W 30.27'
C15....R=327' Δ=7°10'24" L=40.94' N03°08'16"E 40.91'
C16....R=327' Δ=1°38'56" L=9.41' N00°22'32"E 9.41'
C17....R=327' Δ=5°31'28" L=31.53' N03°57'44"E 31.52'
C18....R=373' Δ=7°10'24" L=46.70' N03°08'16"E 46.67'
C19....R=373' Δ=2°05'51" L=13.66' N05°40'32"E 13.65'
C20....R=373' Δ=5°04'33" L=33.04' N02°05'20"E 33.03'
C21....R=350' Δ=7°10'24" L=43.82' N03°08'16"E 43.79'
C22....R=350' Δ=7°10'24" L=43.82' N03°08'16"E 43.79'
C23....R=250' Δ=3°04'04" L=13.39' N01°05'06"E 13.38'
C24....R=250' Δ=3°04'04" L=13.39' N88°54'54"W 13.38'
C25....R=327' Δ=7°10'24" L=40.94' N03°08'16"E 40.91'
C26....R=373' Δ=7°10'24" L=46.70' N03°08'16"E 46.67'
C27....R=373' Δ=6°29'45" L=42.29' N03°28'35"E 42.27'
C28....R=373' Δ=0°40'39" L=4.41' N00°06'37"W 4.41'
C29....R=22' Δ=90°00'00" L=34.56' N44°33'04"E 31.11'
C30....R=271' Δ=15°25'07" L=72.93' N81°50'31"E 72.71'
C31....R=271' Δ=2°39'02" L=12.54' N88°13'33"E 12.54'
C32....R=271' Δ=10°02'22" L=47.49' N81°52'51"E 47.42'
C33....R=271' Δ=2°43'43" L=12.91' N75°29'49"E 12.90'
C34....R=44' Δ=37°48'28" L=29.03' N86°57'49"W 28.51'
C35....R=43' Δ=11°23'01" L=8.54' N73°45'05"W 8.53'
C36....R=43' Δ=60°03'19" L=45.07' N70°31'45"E 43.04'
C37....R=43' Δ=85°38'00" L=64.27' N02°18'55"W 58.45'
C38....R=43' Δ=60°37'41" L=45.50' N75°26'45"W 43.41'
C39....R=43' Δ=45°10'22" L=33.90' N51°39'13"E 33.03'
C40....R=44' Δ=47°37'24" L=36.57' N52°52'44"E 35.53'
C41....R=44' Δ=34°23'18" L=26.41' N46°15'41"E 26.01'
C42....R=44' Δ=13°14'06" L=10.16' N70°04'22"E 10.14'
C43....R=229' Δ=12°51'39" L=51.40' N83°07'15"E 51.29'
C44....R=229' Δ=8°58'18" L=35.86' N81°10'34"E 35.82'
C45....R=229' Δ=3°53'21" L=15.54' N87°36'24"E 15.54'
C46....R=22' Δ=90°00'00" L=34.56' N45°26'56"W 31.11'

NOTE

1. SEE SHEET 2 FOR NOTES, LEGEND AND BASIS OF BEARINGS.

FINAL MAP
CAMPUS OAKS CO-7

SUBDIVISION NO. PL18-0192
BEING A SUBDIVISION OF LOT 1, ___ MAPS ___
PLACER COUNTY RECORDS
SITUATE IN SECTION 20, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
FEBRUARY 2021 SCALE: 1"=40'

MORTON & PITALO, INC.

SHEET 3 OF 5 SHEETS JOB NO. 130076

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FINAL MAP
CAMPUS OAKS CO-7

SUBDIVISION NO. PL18-0192
BEING A SUBDIVISION OF LOT 1, ___ MAPS ___
PLACER COUNTY RECORDS
SITUATE IN SECTION 20, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
FEBRUARY 2021 SCALE: 1"=40'
MORTON & PITALO, INC.

COURSE TABLE

C1....R=250' Δ=3°04'04" L=13.39' N01°05'06"E 13.38'
C2....R=250' Δ=3°04'04" L=13.39' N88°54'54"W 13.38'
C3....R=22'(3)(4) Δ=90°00'00"(3)(4) L=34.56'(3)(4) N45°26'56"W(3)(4) 31.11'(3)(4)
C4....R=271' Δ=3°04'04" L=14.51' N88°54'54"W 14.51'
C5....R=22' Δ=81°37'07" L=31.34' N51°48'35"E 28.76'
C6....R=22' Δ=89°24'56" L=34.33' N01°14'26"W 30.95'
C7....R=327' Δ=12°00'23" L=68.52' N51°57'05"W 68.40'
C8....R=22'(4) Δ=102°16'55"(4) L=39.27'(4) N50°41'31"E(4) 34.26'(4)
C9....R=22' Δ=90°00'00" L=34.56' N89°03'06"E 31.11'
C10....R=44' Δ=45°39'45" L=35.07' N23°07'01"W 34.15'
C11....R=44' Δ=35°42'59" L=27.43' N28°05'24"W 26.99'
C12....R=44' Δ=9°56'46" L=7.64' N05°15'32"W 7.63'
C13....R=43' Δ=58°31'13" L=43.92' N29°32'45"W 42.03'
C14....R=43' Δ=41°55'27" L=31.46' N79°46'05"W 30.77'
C15....R=44' Δ=37°18'35" L=28.65' N64°36'11"W 28.15'
C16....R=373' Δ=2°08'30" L=13.94' N47°01'09"W 13.94'
C17....R=373' Δ=6°33'20" L=42.68' N51°22'04"W 42.65'
C18....R=373' Δ=6°50'53" L=44.58' N58°04'10"W 44.56'
C19....R=373' Δ=14°29'43" L=94.37' N68°44'28"W 94.11'

GRAPHIC SCALE
40 20 0 40 80
1 in = 40 ft

NOTE

1. SEE SHEET 2 FOR NOTES, LEGEND AND BASIS OF BEARINGS.

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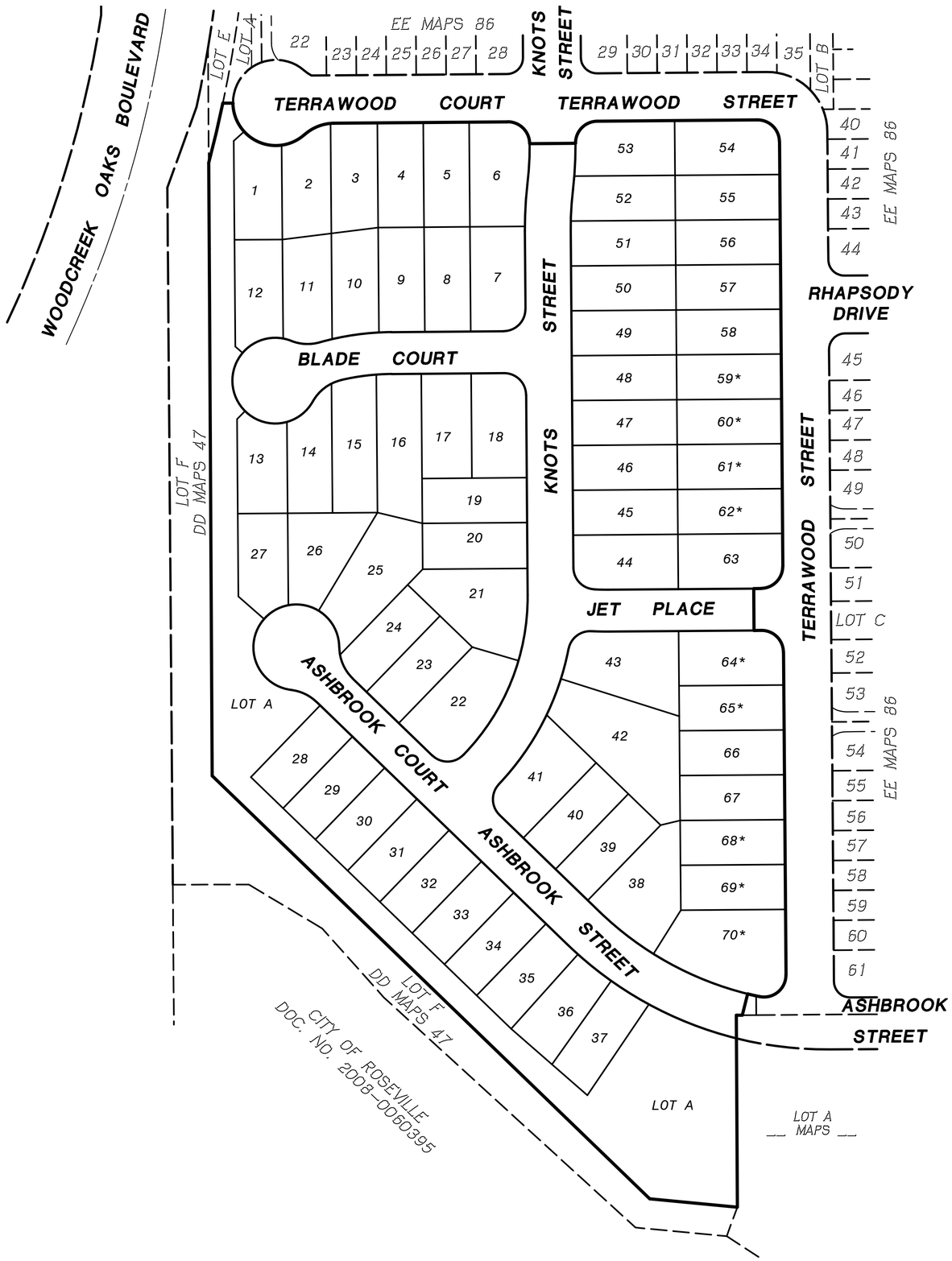

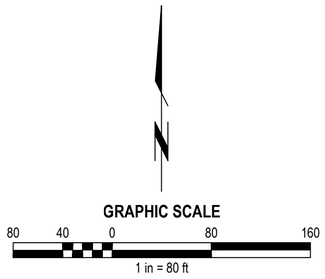

LOCAL AGENCY ADDITIONAL INFORMATION SHEET

THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AS REQUIRED BY SECTION 66434.2 OF THE SUBDIVISION MAP ACT, AS AMENDED, AND LOCAL ORDINANCES.

THE INFORMATION SHOWN HEREON DESCRIBES CONDITIONS AS OF THE DATE OF FILING. IT IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THE INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS ADDITIONAL INFORMATION SHEET.

(A) EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING, OR ITS CONTENTS, DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* .... *DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.*

NOTES

1. *SEE SHEET 2 FOR NOTES, LEGEND, AND BASIS OF BEARINGS.*

FINAL MAP

CAMPUS OAKS CO-7

SUBDIVISION NO. PL18-0192

BEING A SUBDIVISION OF LOT 1, ___ MAPS ___

PLACER COUNTY RECORDS

SITUATE IN SECTION 20, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

FEBRUARY 2021 SCALE: 1"=80'

MORTON & PITALO, INC.

SHEET 5 OF 5 SHEETS JOB NO. 130076

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COUNCIL COMMUNICATION

CC #: 1343
File #: 0400-04-12-1 & 0400-07

Title:	Sierra Vista KT 21A-1 - Final Map and Subdivision Agreement
Contact:	Edward Winston 916-774-5432 ewinston@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public the public utility easements offered thereon, and accept subject to improvement, Lots A, B, C, and the rights of way offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 69 residential lots, 3 public landscape lots, and 1 remainder lot.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

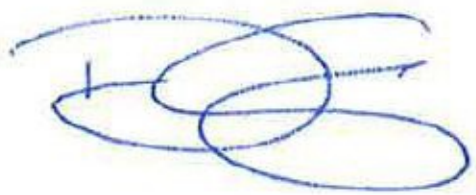
ENVIRONMENTAL REVIEW

Approval of the Sierra Vista KT 21A-1 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Sierra Vista KT 21A-1 final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Sierra Vista KT 21A-1 final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Edward Winston, Associate Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-103

Subdivision Agreement

Final Map

RESOLUTION NO. 21-103

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Sierra Vista Communities, LLC, for the Sierra Vista KT 21A-1 subdivision, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

SUBDIVISION AGREEMENT

SIERRA VISTA KT 21A-1 SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and SIERRA VISTA COMMUNITIES, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "SIERRA VISTA KT 21A-1 Subdivision" (Subdivision no. PL17-0305; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 10 day of December, 2015, and the final map of the Subdivision has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by R.E.Y. Engineers, Inc, dated July 21, 2020 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2022, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of $1,763,787.17. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

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

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
General Liability	$2,000,000 per occurrence $4,000,000 aggregate Personal Injury: $2,000,000 per occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit

Workers' Compensation Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

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

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

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Lennar Homes of California, Inc.
1025 Creekside Ridge Dr. #240
Roseville, CA 95678
Attn: Larry Gualco

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

Sierra Vista Communities LLC,
a California Limited Liability Company
By Lennar Homes of California Inc.
a California Corporation
it Managing Member

BY: _____

its: Vice Pres.

[E:\agreement\form agreements\subdivision agmt.docx; 8/9/2018]

Sierra Vista Communities LLC
a California Limited Liability Company
By: Lennar Homes of California Inc.
a California Corporation
its Managing Member

ATTEST:

and

BY: Earl Keith

BY: _____
SONIA OROZCO
City Clerk

its: Earl Keith, VP/Controller

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer } *ss.*

On February 9, 2021 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco and Earl Keith

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MONIQUE REYNOLDS
Notary Public - California
Placer County
Commission # 2337907
My Comm. Expires Nov 24, 2024

Signature Monique Reynolds

(seal)

OPTIONAL INFORMATION

Date of Document Sierra Vista

Type or Title of Document

Number of Pages in Document

Document in a Foreign Language

Thumbprint of Signer

Type of Satisfactory Evidence:
_____ Personally Known with Paper Identification
_____ Paper Identification
_____ Credible Witness(es)

☐ Check here if no thumbprint or fingerprint is available.

Capacity of Signer:
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

Other Information: _____

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA KT 21A-1" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS WIND RIVER DRIVE, HIMALAYA WAY, LAKE RANGE WAY, TRINITY ALPS WAY AND WADDINGTON WAY, LOT A, B, & C AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON), LOT A, LOT B AND LOT C AND THE STREETS SHOWN HEREON AS WIND RIVER DRIVE, HIMALAYA WAY, LAKE RANGE WAY, TRINITY ALPS WAY AND WADDINGTON WAY.

SIERRA VISTA COMMUNITIES, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT INVESTMENTS, INC., A CALIFORNIA CORPORATION

BY: _____ BY: _____

NAME: CHRYSANTHY DEMOS
TITLE: PRESIDENT & CEO

NAME:

TITLE:

BY: LENNAR HOMES CALIFORNIA INC., A CALIFORNIA CORPORATION

BY: _____ BY: _____

NAME: LARRY GUALCO
TITLE: VICE PRESIDENT

NAME:

TITLE:

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2021, BEFORE ME, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, _____
_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2021, BEFORE ME, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, _____
_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA KT 21A-1" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF SIERRA VISTA COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

R.E.Y. ENGINEERS, INC.

_____

CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2021

DATE: _____

LICENSED LAND SURVEYOR
CRAIG E. SPIESS
No. 7944
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA KT 21A-1" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: _____

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "SIERRA VISTA KT-21A-1" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: _____

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

LICENSED LAND SURVEYOR
TIMOTHY G BLAIR
Exp. 12-31-21
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA KT 21A-1", AND ACCEPTING ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENT OFFERED HEREON FOR DEDICATIONS, AND HAS ACCEPTED , SUBJECT TO IMPROVEMENT, LOTS A, B, C AND ALL RIGHTS OF WAY OFFERED HERON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ .M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, STATE OF CALIFORNIA, AT THE REQUEST OF R.E.Y. ENGINEERS, INC.

_____ DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

FEE: $ _____

BY: _____
DEPUTY

FINAL MAP OF
SIERRA VISTA
KT 21A-1
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF A PORTION OF LOT 10 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

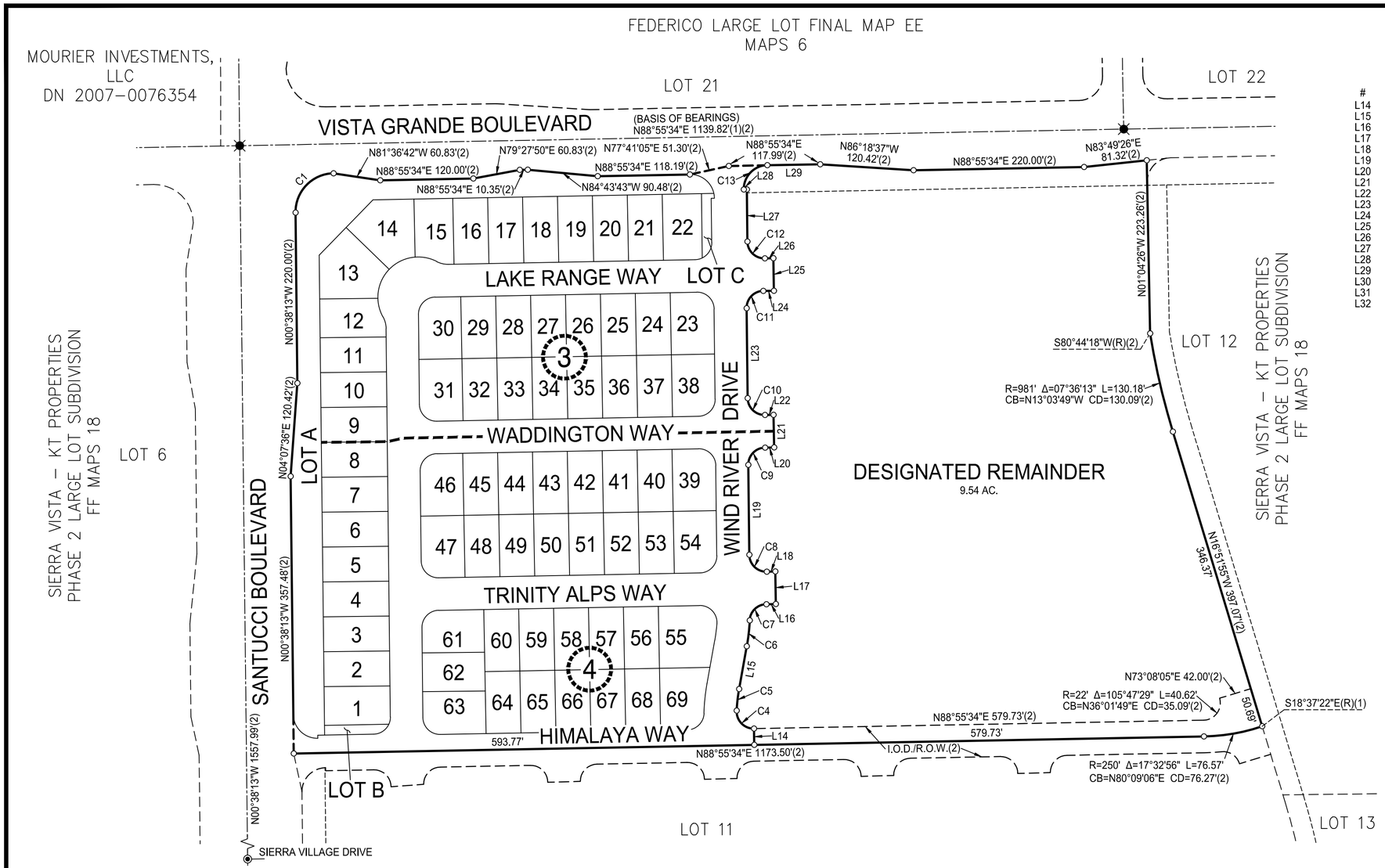
R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 1 OF 5

7310.024

BOOK_____OF MAPS, PAGE_____



LINE TABLE

#	BEARING	LENGTH
L14	N01°04'26"W	21.00'
L15	N10°03'55"E	56.08'
L16	N88°55'34"E	12.24'
L17	N01°04'26"W	42.00'
L18	N88°55'34"E	11.00'
L19	N00°38'17"W	116.00'
L20	N88°55'34"E	11.65'
L21	N01°04'26"W	42.00'
L22	N88°55'34"E	11.00'
L23	N00°38'17"W	116.00'
L24	N88°55'34"E	13.65'
L25	N01°04'26"W	42.00'
L26	N88°55'34"E	11.00'
L27	N00°38'17"W	67.04'
L28	N89°21'43"E	4.00'
L29	N88°55'34"E	68.23'
L30	N88°55'34"E	579.73'
L31	N88°55'34"E	593.77'
L32	N88°55'34"E	319.26'

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1(2)	50'	89°33'47"	78.16'	N44°08'41"E	70.44'
C4	22'	94°07'46"	36.14'	N44°00'33"W	32.21'
C5	229'	07°00'35"	28.02'	N06°33'38"E	28.00'
C6	271'	07°05'08"	33.51'	N06°31'21"E	33.49'
C7	22'	85°56'46"	33.00'	N45°57'11"E	29.99'
C8	22'	90°26'09"	34.72'	N45°51'21"W	31.23'
C9	22'	89°33'51"	34.39'	N44°08'39"E	30.99'
C10	22'	90°26'09"	34.72'	N45°51'21"W	31.23'
C11	22'	89°33'51"	34.39'	N44°08'39"E	30.99'
C12	22'	90°26'09"	34.72'	N45°51'21"W	31.23'
C13	31'	89°33'51"	48.46'	N44°08'39"E	43.67'

NOTES:

1. THE TOTAL AREA OF THIS SUBDIVISION IS 10.04 ACRES +/-, GROSS, CONSISTING OF 69 RESIDENTIAL LOTS, 3 LANDSCAPE LOT AND 1 (9.54 ACRE) DESIGNATED REMAINDER LOT.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
3. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE KUHL & ASSOCIATES DATED JANUARY 10, 2018; PROJECT NUMBER WKA NO. 11712.02P AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT - ENGINEERING DEPARTMENT FILE #308-879.
4. ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7944", WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7944" WILL BE SET ON THE SIDE LOT LINE 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 7944" WILL BE SET WITH EPOXY TO THE FACE WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AS OFFSET MONUMENT CANNOT BE SET.
6. A PORTION OF THE I.O.D./R.O.W. ON LOT 10 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, IS FULLY CONTAINED IN THE RIGHT OF WAY SHOWN HEREON.
7. COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE LOTS SHOWN HEREON ARE RECORDED AS DOCUMENT NO. 2020-0042952 OFFICIAL RECORDS OF PLACER COUNTY.

BASIS OF BEARINGS:

THE BEARING N 88°55'34" E , AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF VISTA GRANDE BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192" FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) EE MAPS 6
(2) FF MAPS 18

LEGEND

- MONUMENT TO BE SET PER (1) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- MONUMENT TO BE SET PER (2) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- FOUND 5/8" REBAR WITH PLASTIC PLUG STAMPED "LS 7944"
- SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- DIMENSION POINT NOTHING FOUND OR SET

AC.	ACRE
B.S.E.	BUS SHELTER EASEMENT
CB	CHORD BEARING
CD	CHORD DISTANCE
(OA)	OVERALL
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL
S.F.	SQUARE FEET
( )	DENOTES RECORD INFORMATION
(1)	SHEET NUMBER

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF
SIERRA VISTA
KT 21A-1
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF A PORTION OF LOT 10 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 2 OF 5

7310.024

BOOK_____ OF MAPS, PAGE_____

FEDERICO LARGE LOT FINAL MAP EE
MAPS 6
LOT 21

VISTA GRANDE BOULEVARD
(I.O.D./R.O.W.)(1)(2)

SANTUCCI BOULEVARD
(I.O.D./R.O.W.)(2)

LAKE RANGE WAY

WADDINGTON WAY

WIND RIVER DRIVE

LOT A
41,397± S.F.

LOT C
990 S.F.±

DESIGNATED
REMAINDER
SEE SHEET 2

SEE SHEET 4

CHORD TABLE

#	CHORD BEARING	CHORD LENGTH
CB1	N14°45'30"W	15.61'
CB2	N15°01'31"W	24.90'
CB3	N21°29'13"E	40.06'
CB4	N64°50'43"E	36.76'
CB5	N78°38'34"W	28.34'
CB6	N76°57'09"W	15.61'
CB7	N44°08'39"E	30.99'
CB8	N76°21'09"E	9.58'
CB9	N31°34'14"E	23.45'
CB10	N45°51'21"W	31.23'
CB12	N45°51'21"W	31.23'
CB13	N44°08'39"E	30.99'
CB14	N45°51'19"W	31.23'
CB15	N44°08'40"E	30.99'

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	90°26'09"	48.93'	N45°51'21"W	44.01'
C2	31'	78°50'24"	42.66'	N51°39'14"W	39.37'
C3	31'	11°35'45"	6.27'	N06°26'09"W	6.26'

SCALE: 1"=40'

FINAL MAP OF
SIERRA VISTA
KT 21A-1
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF A PORTION OF LOT 10 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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APRIL 2021

SHEET 3 OF 5 7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

BOOK_____ OF MAPS, PAGE_____

SEE SHEET 4

SANTUCCI BOULEVARD (I.O.D./R.O.W.)(2)

N00°38'13"W 2651.10'(OA)(2)
785.02'(2)
N00°38'13"W 307.24'(2)
N04°07'36"E 120.42'(2)
61'(2)
61'(2)
P.U.E./P.E.(2)
N00°38'13"W 606.52'
N00°38'13"W 606.02'(OA)
500.75'

LOT A
41,397± S.F.

LOT B
967 S.F.±

LAKE RANGE WAY

WADDINGTON WAY

TRINITY ALPS WAY

HIMALAYA WAY

WIND RIVER DRIVE

DESIGNATED REMAINDER
SEE SHEET 2

#	CHORD BEARING	CHORD LENGTH
CB1	N44°08'40"E	30.99'
CB2	N56°43'03"E	23.45'
CB3	N11°56'10"E	9.58'
CB4	N44°08'41"E	30.99'
CB5	N45°51'21"W	31.23'
CB6	N44°08'39"E	30.99'
CB7	N45°51'19"W	31.23'
CB8	N44°08'41"E	30.99'
CB9	N43°12'09"W	32.63'
CB10	N07°22'02"E	21.56'
CB11	N05°57'14"E	38.86'
CB12	N45°23'03"E	30.31'
CB13	N45°51'19"W	31.23'

SCALE: 1"=40'

LOT 11

SIERRA VISTA – KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18

FINAL MAP OF
SIERRA VISTA
KT 21A-1
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF A PORTION OF LOT 10 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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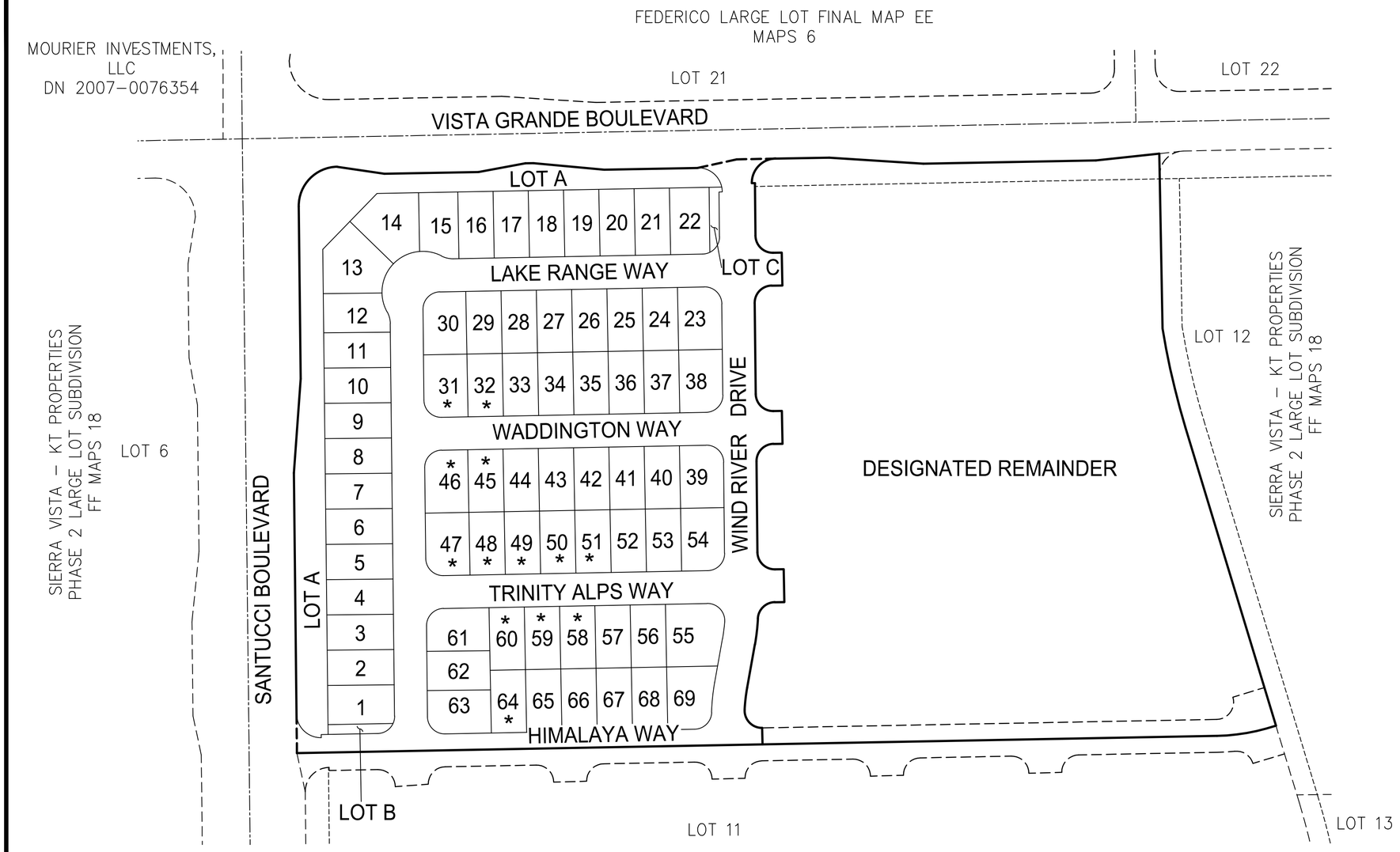
 7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

BOOK_____OF MAPS, PAGE_____



ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF SIERRA VISTA

KT 21A-1

SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF A PORTION OF LOT 10 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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APRIL 2021

SHEET 5 OF 5

7310.024

COUNCIL COMMUNICATION

CC #: 1344
File #: 0400-04-12-1 & 0400-07

Title:	Sierra Vista KT 21A-2 - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public the public utility easements offered thereon, and accept subject to improvement, Lot A and the rights of way offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 66 residential lots and 1 public landscape lot.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

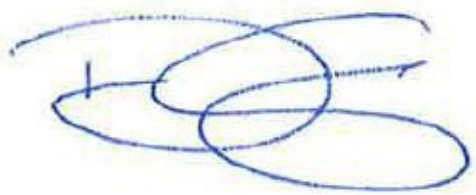
ENVIRONMENTAL REVIEW

Approval of the Sierra Vista KT 21A-2 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Sierra Vista KT 21A-2 final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Sierra Vista KT 21A-2 final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-104

Subdivision Agreement

Final Map

RESOLUTION NO. 21-104

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Sierra Vista Communities, LLC, for the Sierra Vista KT 21A-2 subdivision, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

SUBDIVISION AGREEMENT

SIERRA VISTA KT 21A-2 SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and SIERRA VISTA COMMUNITIES, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "SIERRA VISTA KT 21A-2 Subdivision" (Subdivision no. PL17-0305; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 10 day of December, 2015, and the final map of the Subdivision has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by R.E.Y. Engineers, Inc, dated July 21, 2020 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2022, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of $1,416,175.85. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

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

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
General Liability	$2,000,000 per occurrence $4,000,000 aggregate Personal Injury: $2,000,000 per occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit

Workers' Compensation Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

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

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

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Lennar Homes of California, Inc.
1025 Creekside Ridge Dr. #240
Roseville, CA 95678
Attn: Larry Gualco

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a municipal corporation,

BY:_____
DOMINICK CASEY
City Manager

Sierra Vista Communities LLC,
a California Limited Liability Company
By Lennar Homes of California Inc.
a California Corporation
it Managing Member

BY:_____

its: Vice Pres.

[E:\agreement\form agreements\subdivision agmt.docx; 8/9/2018]

Sierra Vista Communities LLC
a California Limited Liability Company
By: Lennar Homes of California Inc.
a California Corporation
its Managing Member

ATTEST:

and

BY: _____

BY: _____
SONIA OROZCO
City Clerk

its: Earl Keith, VP/Controller

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer } *ss.*

On February 9, 2021 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco and Earl Keith

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MONIQUE REYNOLDS
Notary Public - California
Placer County
Commission # 2337907
My Comm. Expires Nov 24, 2024

Monique Reynolds
Signature

(seal)

OPTIONAL INFORMATION

Date of Document Sierra Vista

Type or Title of Document

Number of Pages in Document

Document in a Foreign Language

Thumbprint of Signer

Type of Satisfactory Evidence:
_____ Personally Known with Paper Identification
_____ Paper Identification
_____ Credible Witness(es)

☐ Check here if no thumbprint or fingerprint is available.

Capacity of Signer:
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

Other Information: _____

BOOK_____ OF MAPS, PAGE_____

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA KT 21A-2" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS SLIVER SPRUCE DRIVE, HIMALAYA WAY, LAKE RANGE WAY, TRINITY ALPS WAY, WADDINGTON WAY, LOT A AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SLIVER SPRUCE DRIVE, HIMALAYA WAY, LAKE RANGE WAY, TRINITY ALPS WAY, WADDINGTON WAY AND LOT A.

SIERRA VISTA COMMUNITIES, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT INVESTMENTS, INC., A CALIFORNIA CORPORATION

BY: _____ BY: _____

NAME: CHRYSANTHY DEMOS
TITLE: PRESIDENT & CEO

NAME:

TITLE:

BY: LENNAR HOMES CALIFORNIA INC., A CALIFORNIA CORPORATION

BY: _____ BY: _____

NAME: LARRY GUALCO
TITLE: VICE PRESIDENT

NAME:

TITLE:

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2021, BEFORE ME, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, _____
_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2021, BEFORE ME, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, _____
_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA KT 21A-2" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF SIERRA VISTA COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

R.E.Y. ENGINEERS, INC.

_____

CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2021

DATE: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA KT 21A-2" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: _____

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "SIERRA VISTA KT-21A-2" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: _____

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA KT 21A-2", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENTS OFFERED HEREON OF DEDICATIONS AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOT A AND ALL RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ .M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, STATE OF CALIFORNIA, AT THE REQUEST OF R.E.Y. ENGINEERS, INC.

_____ DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

FEE: $ _____

BY: _____
DEPUTY

FINAL MAP OF
SIERRA VISTA
KT 21A-2
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21A-1", FILED FOR RECORD ON _____, 2021 IN BOOK ___ OF MAPS, AT PAGE ___, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

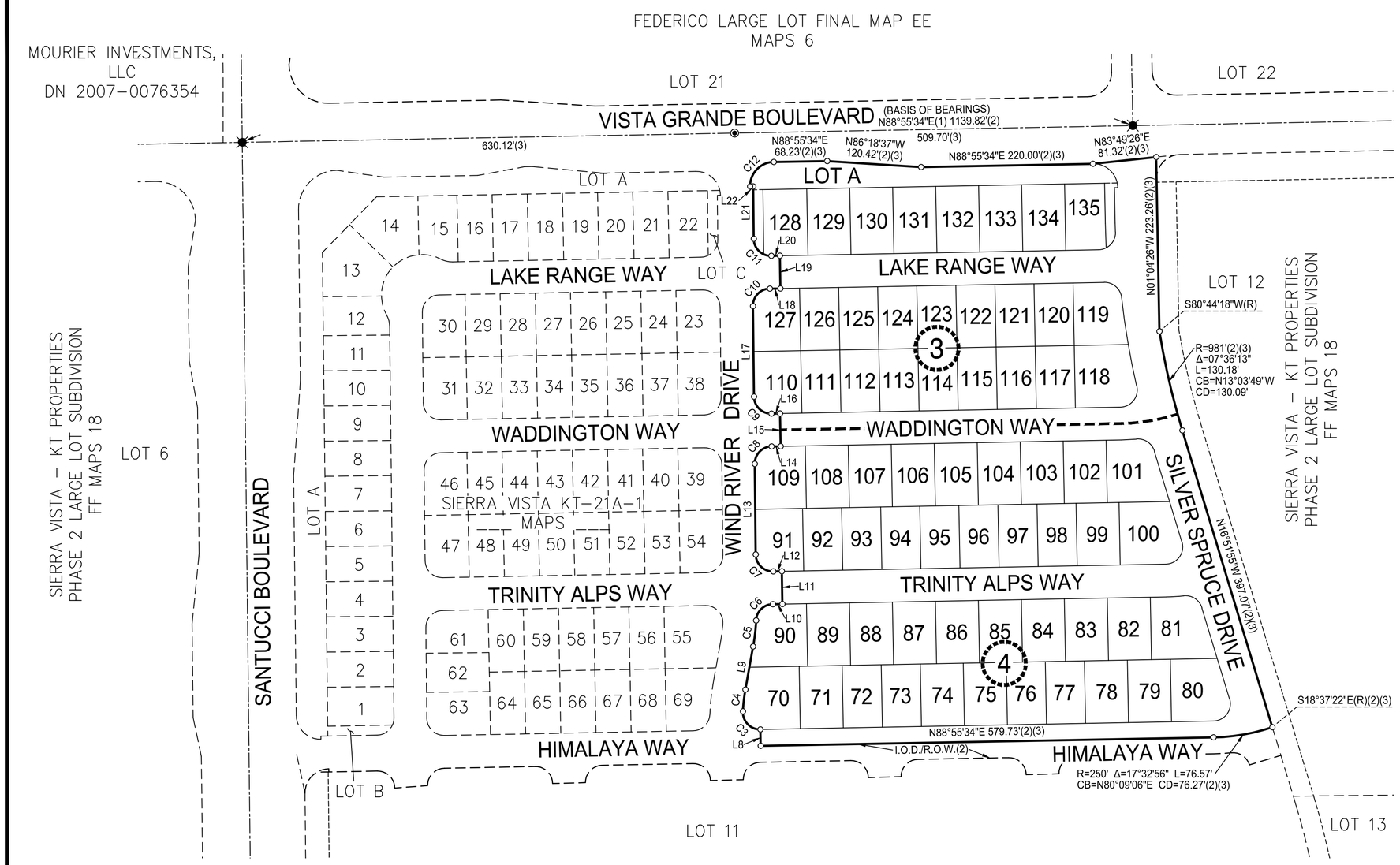
R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 1 OF 5

7310.024

BOOK____ OF MAPS, PAGE____



Line Table

#	BEARING	LENGTH
L8(3)	N1°04'26"W	21.00'
L9(3)	N10°03'55"E	56.08'
L10(3)	N88°55'34"E	12.24'
L11(3)	N1°04'26"W	42.00'
L12(3)	N88°55'34"E	11.00'
L13(3)	N0°38'17"W	116.00'
L14(3)	N88°55'34"E	11.65'
L15(3)	N1°04'26"W	42.00'
L16(3)	N88°55'34"E	11.00'
L17(3)	N0°38'17"W	116.00'
L18(3)	N88°55'34"E	13.65'
L19(3)	N1°04'26"W	42.00'
L20(3)	N88°55'34"E	11.00'
L21(3)	N0°38'17"W	67.04'
L22(3)	N89°21'43"E	4.00'

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C3(2)(3)	22'	94°07'46"	36.14'	N44°00'33"W	32.21'
C4(3)	229'	07°00'35"	28.02'	N06°33'38"E	28.00'
C5(3)	271'	07°05'08"	33.51'	N06°31'21"E	33.49'
C6(3)	22'	85°56'46"	33.00'	N45°57'11"E	29.99'
C7(3)	22'	90°26'09"	34.72'	N45°51'21"W	31.23'
C8(3)	22'	89°33'51"	34.39'	N44°08'39"E	30.99'
C9(3)	22'	90°26'09"	34.72'	N45°51'21"W	31.23'
C10(3)	22'	89°33'51"	34.39'	N44°08'39"E	30.99'
C11(3)	22'	90°26'09"	34.72'	N45°51'21"W	31.23'
C12(3)	31'	89°33'51"	48.46'	N44°08'39"E	43.67'

NOTES:

1. THE TOTAL AREA OF THIS SUBDIVISION IS 9.54 ACRES +/-, GROSS, CONSISTING OF 66 RESIDENTIAL LOTS, 1 LANDSCAPE LOT.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
3. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE KUHL & ASSOCIATES DATED FEBRUARY 12, 2018; PROJECT NUMBER WKA NO. 11712.02P AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT - ENGINEERING DEPARTMENT FILE #308-876.
4. ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7944", WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7944" WILL BE SET ON THE SIDE LOT LINE 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 7944" WILL BE SET WITH EPOXY TO THE FACE WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AS OFFSET MONUMENT CANNOT BE SET.
6. A PORTION OF THE I.O.D./R.O.W. ON LOT 10 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, IS FULLY CONTAINED IN THE RIGHT OF WAY SHOWN HEREON.
7. COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE LOTS SHOWN HEREON ARE RECORDED AS DOCUMENT NO. 2020-0042952 OFFICIAL RECORDS OF PLACER COUNTY.

N

0 50 100 200

SCALE: 1"=100'

BASIS OF BEARINGS:

THE BEARING N 88°55'34" E , AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF VISTA GRANDE BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192" FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) EE MAPS 6
(2) FF MAPS 18
(3) ___ MAPS ___(KT-21A-1)

LEGEND

✱	MONUMENT TO BE SET PER (2) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
◎	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
o |	DIMENSION POINT NOTHING FOUND OR SET
CB	CHORD BEARING
CD	CHORD DISTANCE
(OA)	OVERALL
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL
S.F.	SQUARE FEET
( )	DENOTES RECORD INFORMATION
(1)	SHEET NUMBER

FINAL MAP OF
SIERRA VISTA
KT 21A-2
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21A-1", FILED FOR RECORD ON _____, 2021 IN BOOK ___ OF MAPS, AT PAGE ___, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 2 OF 5 7310.024

BOOK_____ OF MAPS, PAGE_____

FEDERICO LARGE LOT FINAL MAP EE
MAPS 6
LOT 21

VISTA GRANDE BOULEVARD
(I.O.D./R.O.W.)(1)(2)

(BASIS OF BEARINGS)
N88°55'34"E(1) 1139.82'(2)
509.70'

N88°55'34"E(2) 68.23'(3)
N86°18'37"W 120.42'(2)(3)
N88°55'34"E 220.00'(2)(3)
N83°49'26"E 81.32'(2)(3)
R=31' Δ=89°33'51" L=48.46'(3)
CB=N44°08'39"E CD=43.67'
P.U.E./P.E.(2)
N89°21'43"E
4.00'(3)
N88°55'34"E 437.26'
N88°55'34"E(R) 4.00'
N01°04'26"W 124.32'
80.96'
N01°04'26"W 51.32'
45.32'
43.36'
I.O.D.(2)

LOT A
14,868 S.F.±

SILVER SPRUCE DRIVE

128	129	130	131	132	133	134	135
4,718 S.F.±	4,675 S.F.±	4,675 S.F.±	4,675 S.F.±	4,675 S.F.±	4,675 S.F.±	4,675 S.F.±	4,354 S.F.±

56.01' | 55.00' | 55.00' | 55.00' | 55.00' | 55.00' | 55.00' | 51.24'
46.99' | 55.00' | 55.00' | 55.00' | 55.00' | 55.00' | 55.00' | 41.81'
407.80'
12.5' P.U.E.
N01°04'26"W 85.00'
N00°38'17"W 82.77'
S24°56'42"W(R)
N00°38'17"W 67.04'(3)
179.01'(3)
19'(3)
23'(3)
22
C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13
R1 R2 R3 R4
21'
25'

N88°55'34"E
11.00'(R)
N01°04'26"W
42.00'(3)
21.00'
N88°55'34"E 512.56'
456.23'
S85°47'29"W(R)
R=1000'
Δ=15°47'29"
L=275.61'
CB=N08°58'11"W
CD=274.74'
N01°04'26"W 195.03'(2)(3)
LOT 12
25' P.U.E.(2)

LAKE RANGE WAY
414.31'
56.33'(3)
N88°55'34"E
13.65'(3)
21'(3)
23

127	126	125	124	123	122	121	120	119	
4,722 S.F.±	4,000 S.F.±	4,000 S.F.±	4,000 S.F.±	4,000 S.F.±	4,000 S.F.±	4,000 S.F.±	4,000 S.F.±	5,040 S.F.±	

38.17' | 50.00' | 50.00' | 50.00' | 50.00' | 50.00' | 50.00' | 50.00' | 39.80'
58.17'
116.00'(3)
202.01'(3)
N00°38'17"W 607.21'(3)(OA)
12.5' P.U.E.
N88°55'34"E 479.75'
N01°04'26"W 80.00'
Δ=03°23'23"
R=1023'
L=60.52'
CB=N08°07'57"W
CD=60.52
Δ=06°26'08"
R=1023'
L=198.82'
CB=N09°39'19"W
CD=198.76'
Δ=03°02'45"
R=1023'
L=54.38'
CB=N11°21'00"W
CD=54.37
Δ=11°23'29"
R=1000'
L=198.82'
CB=N09°54'15"W
CD=198.49'
Δ=15°47'29"
R=1000'
L=275.61'
CB=N08°58'11"W
CD=274.74'
R=981'
Δ=07°36'13"
L=130.18'(2)(3)
CB=N13°03'49"W
CD=130.09'
N16°51'55"W 397.07'(2)(3)
N16°51'55"W 396.93'(OA)
187.01'
S80°44'18"W(R)(2)(3)
19'
23'

110	111	112	113	114	115	116	117	118	
4,767 S.F.±	4,000 S.F.±	4,000 S.F.±	4,000 S.F.±	4,000 S.F.±	4,000 S.F.±	4,000 S.F.±	4,000 S.F.±	5,942 S.F.±	

60.61' | 50.00' | 50.00' | 50.00' | 50.00' | 50.00' | 50.00' | 50.00' | 69.14'
57.83'
12.5' P.U.E.
12.5' P.U.E.
N01°04'26"W 80.00'
N00°38'17"W
202.01'(3)
38
39
21'(3)

39.05' | 50.00' | 50.00' | 50.00' | 50.00' | 50.00' | 50.00' | 50.00' | 57.30'
436.42'
436.42'
N88°55'34"E 490.75'
N88°55'34"E
11.00'(R)
N01°04'26"W
42.00'(3)
54.33'(3)
21.00'
WADDINGTON WAY

109	108	107	106	105	104	103	102	101

SEE SHEET 4

SIERRA VISTA KT-21A-1
MAPS

SIERRA VISTA – KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	22'	90°26'09"	34.72'	N45°51'21"W	31.23'
C2	22'	89°33'51"	34.39'	N44°08'39"E	30.99'
C3	22'	90°26'09"	34.72'	N45°51'21"W	31.23'
C4	22'	64°25'01"	24.73'	N32°50'48"W	23.45'
C5	22'	26°01'08"	9.99'	N78°03'52"W	9.90'
C6	31'	90°00'00"	48.69'	N46°04'26"W	43.84'
C7	1000'	03°08'05"	54.71'	N02°38'28"W	54.70'
C8	1025'	00°38'21"	11.44'	N01°23'37"W	11.44'
C9	1037.50'	01°43'49"	31.33'	N01°56'20"W	31.33'
C10	22'	90°38'21"	34.80'	N43°36'23"E	31.29'
C11	22'	63°52'22"	24.53'	N30°13'24"E	23.28'
C12	22'	26°45'59"	10.28'	N75°32'34"E	10.18'
C13	22'	84°38'11"	32.50'	N48°45'20"W	29.62'
C14	22'	101°47'57"	39.09'	N38°01'36"E	34.15'
C15	250'	12°25'51"	54.24'	N82°42'39"E	54.13'
C16	1000'	01°15'55"	22.08'	N16°13'58"W	22.08'

RADIAL TABLE

#	BEARING
R1	S87°11'45"W(R) R=1037.5'
R2	S27°50'25"E(R) R=22'
R3	S13°30'17"E(R) R=250'
R4	S074°24'00"W(R) R=1000'

N

0 20 40 80
SCALE: 1"=40'

FINAL MAP OF
SIERRA VISTA
KT 21A-2
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21A-1", FILED FOR RECORD ON _____, 2021 IN BOOK ___ OF MAPS, AT PAGE ___, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

BOOK_____ OF MAPS, PAGE_____

SEE SHEET 3

FINAL MAP OF SIERRA VISTA

KT 21A-2

SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21A-1", FILED FOR RECORD ON _____, 2021 IN BOOK ___ OF MAPS, AT PAGE ___, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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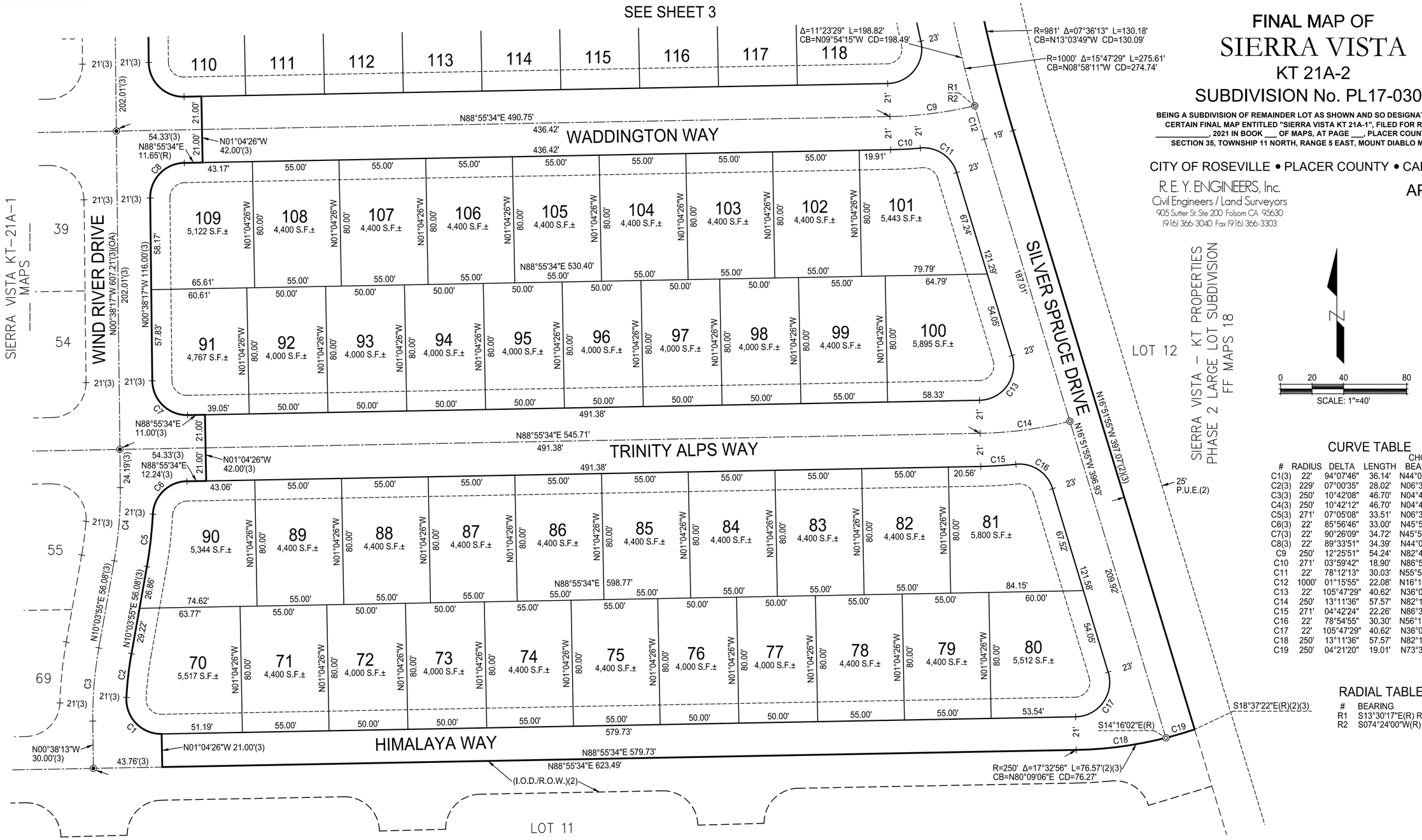
APRIL 2021

7310.024



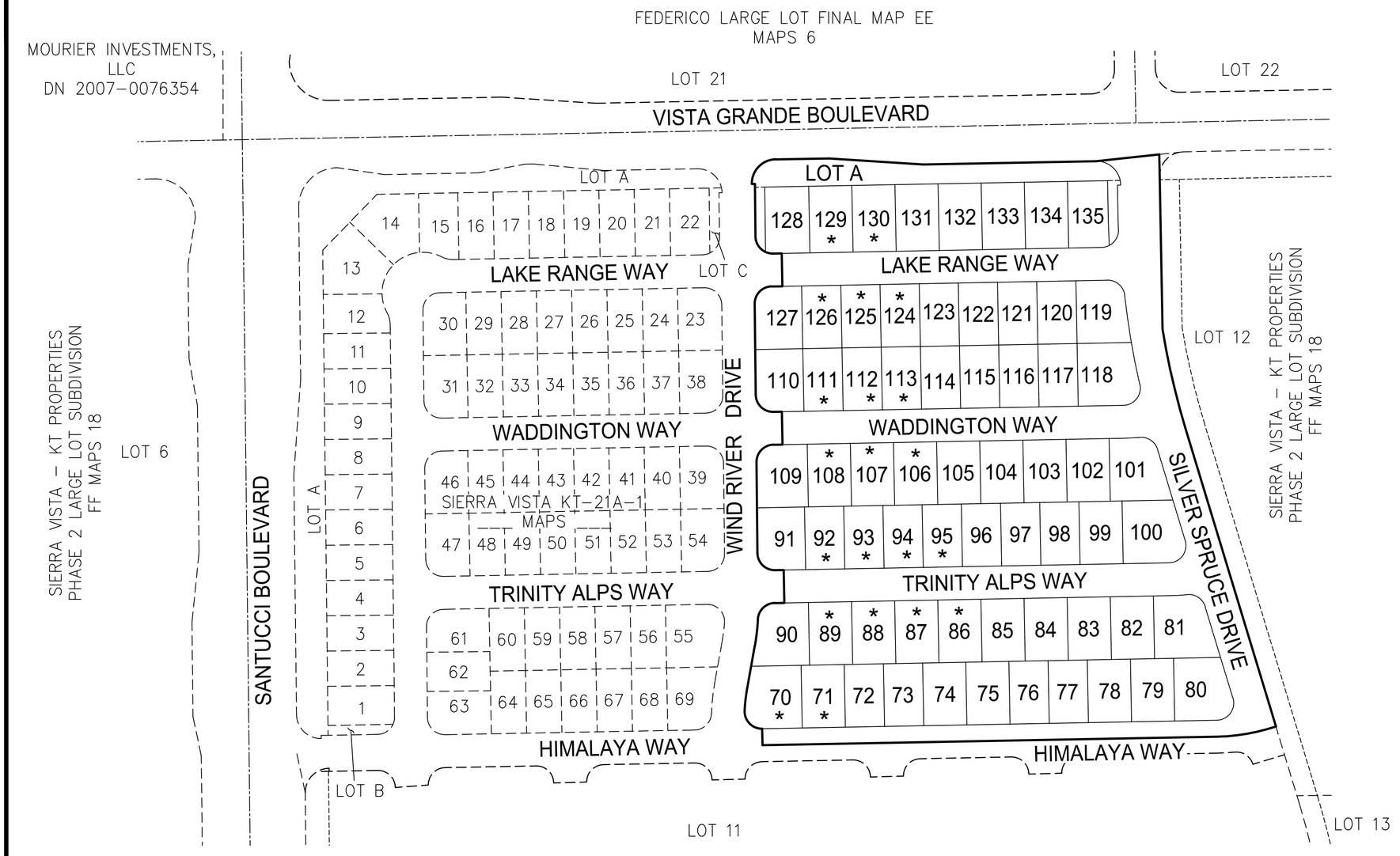
CURVE TABLE

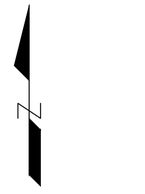
#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1(3)	22'	94°07'46"	36.14'	N44°00'33"W	32.21'
C2(3)	229'	07°00'35"	28.02'	N06°33'38"E	28.00'
C3(3)	250'	10°42'08"	46.70'	N04°42'51"E	46.63'
C4(3)	250'	10°42'12"	46.70'	N04°42'49"E	46.63'
C5(3)	271'	07°05'08"	33.51'	N06°31'21"E	33.49'
C6(3)	22'	85°56'46"	33.00'	N45°57'11"E	29.99'
C7(3)	22'	90°26'09"	34.72'	N45°51'21"W	31.23'
C8(3)	22'	89°33'51"	34.39'	N44°08'39"E	30.99'
C9	250'	12°25'51"	54.24'	N82°42'39"E	54.13'
C10	271'	03°59'42"	18.90'	N86°55'43"E	18.89'
C11	22'	78°12'13"	30.03'	N55°58'02"W	27.75'
C12	1000'	01°15'55"	22.08'	N16°13'58"W	22.08'
C13	22'	105°47'29"	40.62'	N36°01'49"E	35.09'
C14	250'	13°11'36"	57.57'	N82°19'46"E	57.44'
C15	271'	04°42'24"	22.26'	N86°34'22"E	22.26'
C16	22'	78°54'55"	30.30'	N56°19'23"W	27.96'
C17	22'	105°47'29"	40.62'	N36°01'49"E	35.09'
C18	250'	13°11'36"	57.57'	N82°19'46"E	57.44'
C19	250'	04°21'20"	19.01'	N73°33'18"E	19.00'

RADIAL TABLE

#	BEARING
R1	S13°30'17"E(R) R=250'
R2	S074°24'00"W(R) R=1000'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES





0 50 100 200

SCALE: 1"=100'

ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

FINAL MAP OF
SIERRA VISTA
KT 21A-2
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21A-1", FILED FOR RECORD ON _____, 2021 IN BOOK ___ OF MAPS, AT PAGE ___, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 5 OF 5

7310.024

COUNCIL COMMUNICATION

CC #: 1345
File #: 0400-04-12-1 & 0400-07

Title:	Sierra Vista KT 21B-1 - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public the public utility easements offered thereon, and accept subject to improvement, Lots A and B and the rights of way offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 76 residential lots and 2 public landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

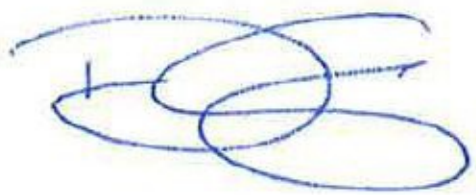
ENVIRONMENTAL REVIEW

Approval of the Sierra Vista KT 21B-1 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Sierra Vista KT 21B-1 final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Sierra Vista KT 21B-1 final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-105

Subdivision Agreement

Final Map

RESOLUTION NO. 21-105

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Sierra Vista Communities, LLC, for the Sierra Vista KT 21B-1 subdivision, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

SUBDIVISION AGREEMENT

SIERRA VISTA KT 21B-1 SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and SIERRA VISTA COMMUNITIES, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "SIERRA VISTA KT 21B-1 Subdivision" (Subdivision no. PL17-0305; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 10 day of December, 2015, and the final map of the Subdivision has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by R.E.Y. Engineers, Inc, dated October 5, 2020 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2022, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of $1,564,812.17. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

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

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
General Liability	$2,000,000 per occurrence $4,000,000 aggregate Personal Injury: $2,000,000 per occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit

Workers' Compensation Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

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

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

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Lennar Homes of California, Inc.
1025 Creekside Ridge Dr. #240
Roseville, CA 95678
Attn: Larry Gualco

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

Sierra Vista Communities LLC,
a California Limited Liability Company
By Lennar Homes of California Inc.
a California Corporation
it Managing Member

BY: _____

its: Vice Pres

[E:\agreement\form agreements\subdivision agmt.docx; 8/9/2018]

Sierra Vista Communities LLC
a California Limited Liability Company
By: Lennar Homes of California Inc.
a California Corporation
its Managing Member

ATTEST:

and

BY: _____

its: Earl Keith, VP/Controller

BY: _____
SONIA OROZCO
City Clerk

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer } ss.

On February 9, 2021 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco and Earl Keith

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MONIQUE REYNOLDS
Notary Public - California
Placer County
Commission # 2337907
My Comm. Expires Nov 24, 2024

Monique Reynolds
Signature

(seal)

OPTIONAL INFORMATION

Date of Document Sierra Vista

Type or Title of Document

Number of Pages in Document

Document in a Foreign Language

Thumbprint of Signer

Type of Satisfactory Evidence:
_____ Personally Known with Paper Identification
_____ Paper Identification
_____ Credible Witness(es)

☐ Check here if no thumbprint or fingerprint is available.

Capacity of Signer:
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

Other Information: _____

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA KT 21B-1" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS BLACKWELDER WAY, KNOBBY CREST WAY, HOLLOWTOP WAY, SIERRA MORENA WAY, LOTS A, B AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS BLACKWELDER WAY, KNOBBY CREST WAY, HOLLOWTOP WAY, SIERRA MORENA WAY, LOT A AND LOT B.

SIERRA VISTA COMMUNITIES, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT INVESTMENTS, INC., A CALIFORNIA CORPORATION

BY: _____ BY: _____

NAME: CHRYSANTHY DEMOS
TITLE: PRESIDENT & CEO

NAME:

TITLE:

BY: LENNAR HOMES CALIFORNIA INC., A CALIFORNIA CORPORATION

BY: _____ BY: _____

NAME: LARRY GUALCO
TITLE: VICE PRESIDENT

NAME:

TITLE:

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2021, BEFORE ME, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, _____
_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2021, BEFORE ME, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, _____
_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA KT 21B-1" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF SIERRA VISTA COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

R.E.Y. ENGINEERS, INC.

_____

CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2021

DATE: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA KT 21B-1" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: _____

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "SIERRA VISTA KT 21B-1" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: _____

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA KT 21B-1", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATIONS AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B AND ALL RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ .M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, STATE OF CALIFORNIA, AT THE REQUEST OF R.E.Y. ENGINEERS, INC.

_____ DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

FEE: $ _____

BY: _____
DEPUTY

FINAL MAP OF
SIERRA VISTA
KT 21B-1
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF A PORTION OF LOT 11 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

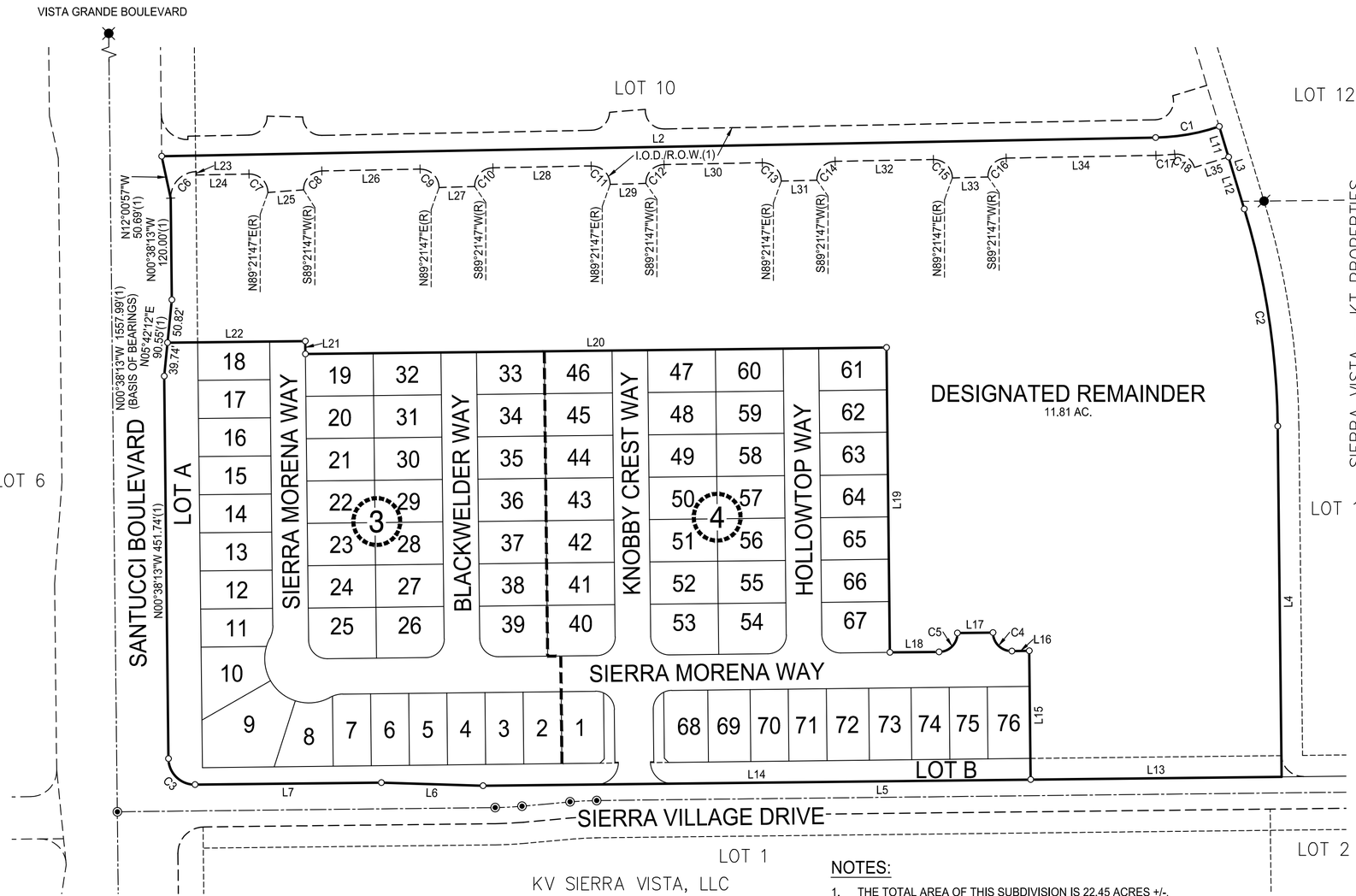
R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 1 OF 5

7310.024

BOOK____OF MAPS, PAGE____



LINE TABLE

#	BEARING	LENGTH
L2(1)	N88°55'34"E	1173.50'
L3(1)	N16°51'55"W	101.77'
L4(1)	N00°38'17"W	414.04'
L5(1)	N89°21'43"E	942.83'
L6(1)	N88°15'08"W	120.10'
L7(1)	N89°21'43"E	220.00'
L11	N16°51'55"W	37.65'
L12	N16°51'55"W	64.12'
L13	N89°21'43"E	296.33'
L14	N89°21'43"E	646.50'
L15	N00°38'13"W	151.99'
L16	N89°21'47"E	20.50'
L17	N89°21'47"E	42.00'
L18	N89°21'47"E	58.00'
L19	N00°38'13"W	360.00'
L20	N89°21'47"E	686.00'
L21	N00°38'13"W	15.22'
L22	N89°21'47"E	162.61'
L23(1)	N01°04'26"W	4.00'
L24(1)	N88°55'34"E	62.04'
L25(1)	N85°44'41"E	42.08'
L26(1)	N88°55'34"E	116.00'
L27(1)	N88°28'06"E	42.01'
L28(1)	N88°55'34"E	116.00'
L29(1)	N88°28'06"E	42.01'
L30(1)	N88°55'34"E	116.00'
L31(1)	N88°28'06"E	42.01'
L32(1)	N88°55'34"E	116.00'
L33(1)	N88°28'06"E	42.01'
L34(1)	N88°55'34"E	176.80'
L35(1)	N73°08'05"E(R)	42.00'

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1(1)	250'	17°32'56"	76.57'	N80°09'06"E	76.27'
C2(1)	919'	16°13'38"	260.28'	N08°45'06"W	259.41'
C3(1)	31'	90°00'04"	48.70'	N45°38'15"W	43.84'
C4	22'	90°00'00"	34.56'	N45°38'13"W	31.11'
C5	22'	90°00'00"	34.56'	N44°21'47"E	31.11'
C6(1)	31'	89°33'47"	48.46'	N44°08'41"E	43.67'
C7(1)	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C8(1)	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C9(1)	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C10(1)	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C11(1)	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C12(1)	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C13(1)	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C14(1)	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C15(1)	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C16(1)	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C17(1)	271'	04°42'24"	22.26'	N86°34'22"E	22.26'
C18(1)	22'	78°54'55"	30.30'	N56°19'23"W	27.96'

BASIS OF BEARINGS:

THE BEARING N00°38'13"W , AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF SANTUCCI BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192" FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) FF MAPS 18
(2) EE MAPS 6

LEGEND

✱	MONUMENT TO BE SET PER (2) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
◉	MONUMENT TO BE SET PER (1) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
✱	FOUND 5/8" REBAR WITH PLASTIC PLUG STAMPED "LS 7944"
◎	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
○ |	DIMENSION POINT NOTHING FOUND OR SET
AC.	ACRE
CB	CHORD BEARING
CD	CHORD DISTANCE
(OA)	OVERALL
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL
S.F.	SQUARE FEET
( )	DENOTES RECORD INFORMATION
(1)	SHEET NUMBER

NOTES:

1. THE TOTAL AREA OF THIS SUBDIVISION IS 22.45 ACRES +/-, GROSS, CONSISTING OF 76 RESIDENTIAL LOTS, 2 LANDSCAPE LOT AND 1 (11.81 ACRE) DESIGNATED REMAINDER LOT.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
3. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE KUHL & ASSOCIATES DATED FEBRUARY 12, 2018; PROJECT NUMBER WKA NO. 11712.02P AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT - ENGINEERING DEPARTMENT FILE #308-876.
4. ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7944", WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7944" WILL BE SET ON THE SIDE LOT LINE 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 7944" WILL BE SET WITH EPOXY TO THE FACE WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AS OFFSET MONUMENT CANNOT BE SET.
6. COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE LOTS SHOWN HEREON ARE RECORDED AS DOCUMENT NO. 2020-0042952 OFFICIAL RECORDS OF PLACER COUNTY.

N

0 50 100 200
SCALE: 1"=100'

FINAL MAP OF
SIERRA VISTA
KT 21B-1
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF A PORTION OF LOT 11 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 2 OF 5

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BOOK_____OF MAPS, PAGE_____

DESIGNATED REMAINDER
SEE SHEET 2

SEE SHEET 4

SEE SHEET 4

LOT A
32,601 S.F.±

SANTUCCI BOULEVARD
(I.O.D./R.O.W.)

SIERRA MORENA WAY

BLACKWELDER WAY

SIERRA VILLAGE DRIVE
(I.O.D./R.O.W.)

Lot	Area
1	3,825 S.F.±
2	3,825 S.F.±
3	3,825 S.F.±
4	3,825 S.F.±
5	3,825 S.F.±
6	3,825 S.F.±
7	3,816 S.F.±
8	4,381 S.F.±
9	7,941 S.F.±
10	4,970 S.F.±
11	3,750 S.F.±
12	3,825 S.F.±
13	3,825 S.F.±
14	3,825 S.F.±
15	3,825 S.F.±
16	3,825 S.F.±
17	3,825 S.F.±
18	3,825 S.F.±
19	4,000 S.F.±
20	4,000 S.F.±
21	4,000 S.F.±
22	4,000 S.F.±
23	4,000 S.F.±
24	4,000 S.F.±
25	4,696 S.F.±
26	4,696 S.F.±
27	4,000 S.F.±
28	4,000 S.F.±
29	4,000 S.F.±
30	4,000 S.F.±
31	4,000 S.F.±
32	4,000 S.F.±
33	4,000 S.F.±
34	4,000 S.F.±
35	4,000 S.F.±
36	4,000 S.F.±
37	4,000 S.F.±
38	4,000 S.F.±
39	4,696 S.F.±

CHORD TABLE

#	CHORD BEARING	CHORD LENGTH
C1	N75°14'30"E	15.61'
C2	N78°06'35"E	12.49'
C3	N63°59'19"E	3.20'
C4	N84°26'38"E	41.18'
C5	N51°01'49"W	37.61'
C6	N06°43'15"W	40.81'
C7	N21°59'44"E	10.17'
C8	N13°29'04"E	15.61'
C9	N45°38'13"W	31.11'
C10	N44°21'47"E	31.11'
C11	N45°38'13"W	31.11'

0 20 40 80
SCALE: 1"=40'

FINAL MAP OF
SIERRA VISTA
KT 21B-1
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF A PORTION OF LOT 11 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

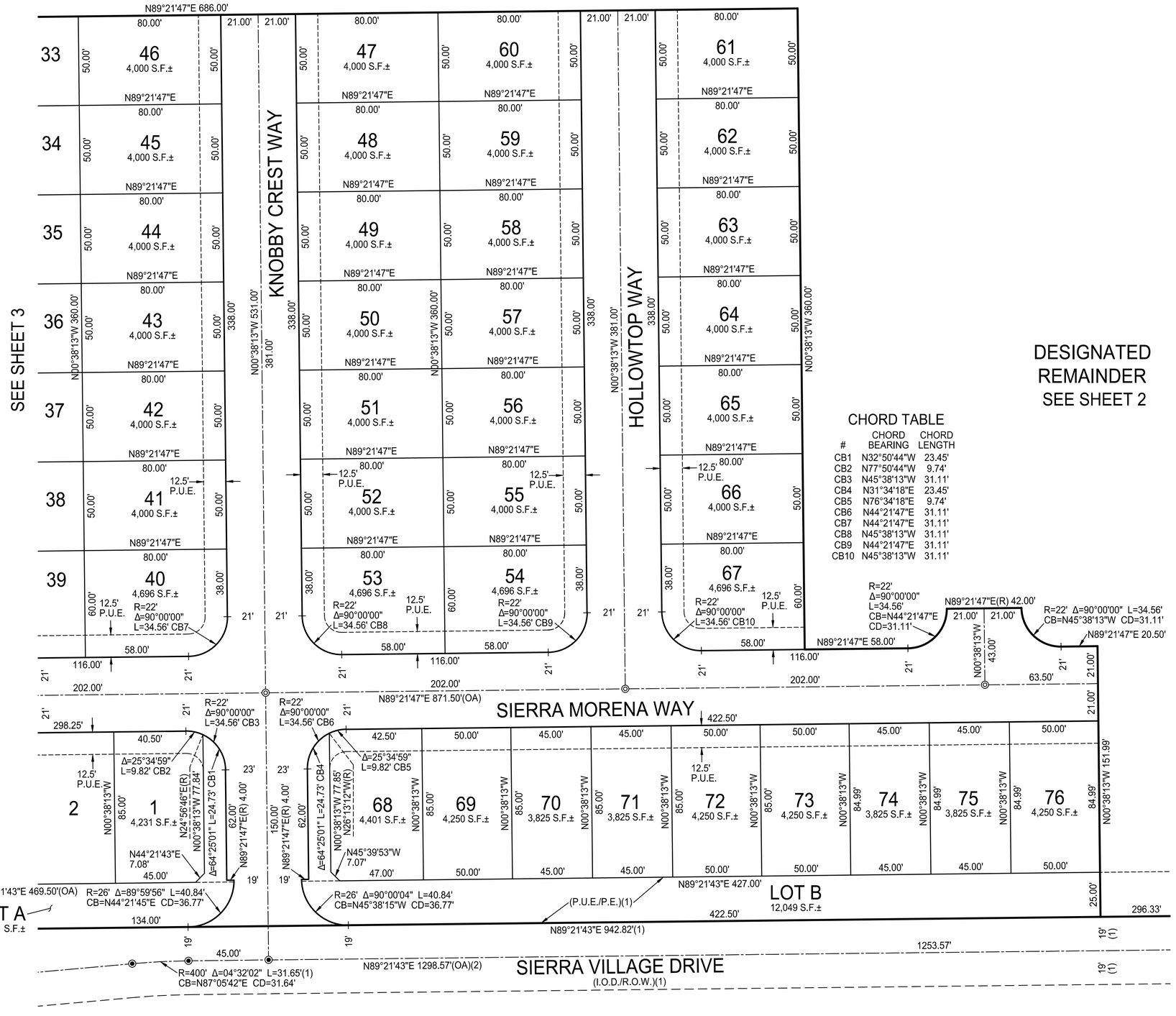
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 3 OF 5 7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES



CHORD TABLE

#	CHORD BEARING	CHORD LENGTH
CB1	N32°50'44"W	23.45'
CB2	N77°50'44"W	9.74'
CB3	N45°38'13"W	31.11'
CB4	N31°34'18"E	23.45'
CB5	N76°34'18"E	9.74'
CB6	N44°21'47"E	31.11'
CB7	N44°21'47"E	31.11'
CB8	N45°38'13"W	31.11'
CB9	N44°21'47"E	31.11'
CB10	N45°38'13"W	31.11'

SCALE: 1"=40'

FINAL MAP OF SIERRA VISTA

KT 21B-1

SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF A PORTION OF LOT 11 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

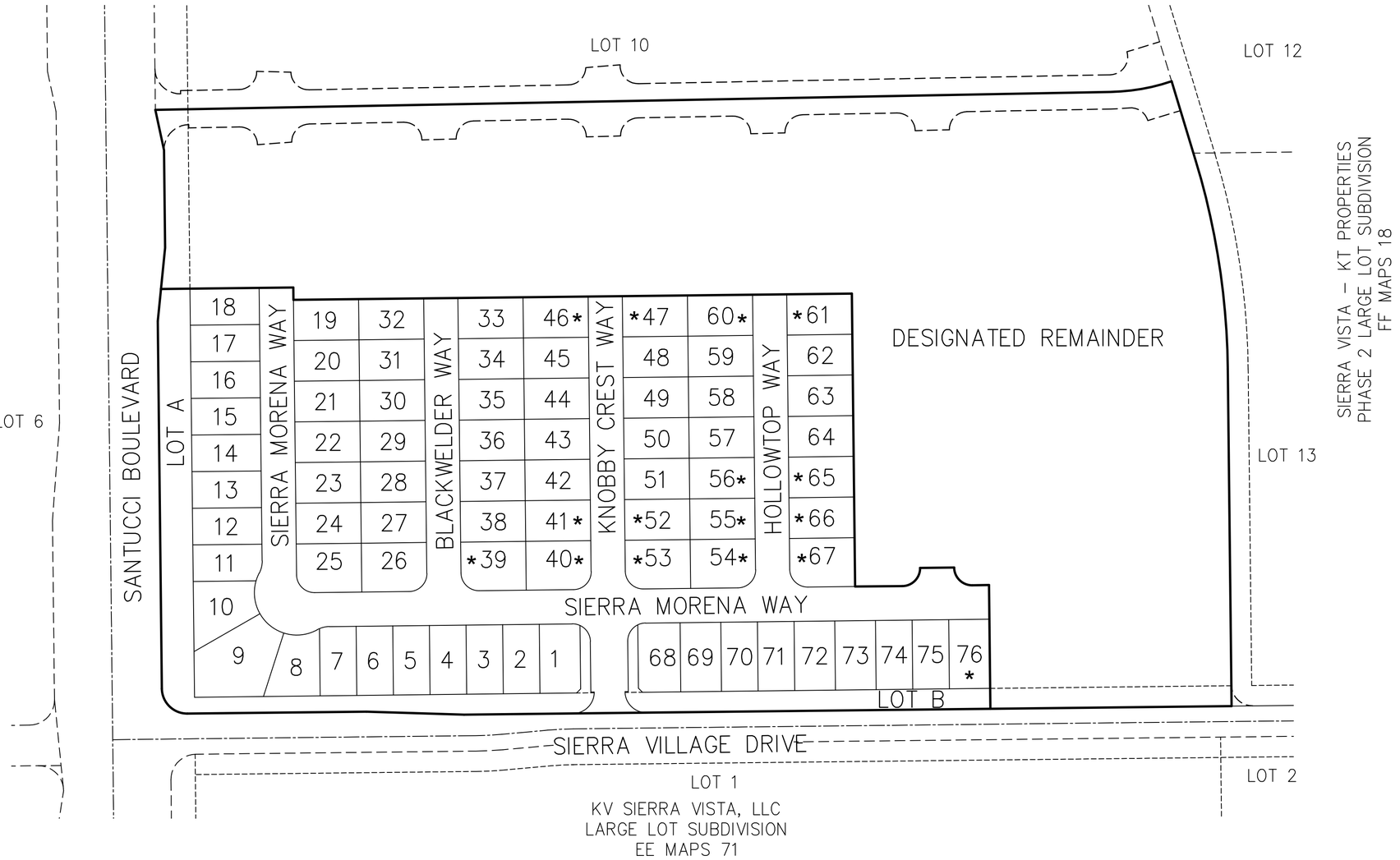
R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

BOOK_____OF MAPS, PAGE_____



ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF
SIERRA VISTA
KT 21B-1
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF A PORTION OF LOT 11 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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APRIL 2021

SHEET 5 OF 5

7310.024

COUNCIL COMMUNICATION

CC #: 1336
File #: 0400-04-12-1 & 0400-07

Title:	Sierra Vista KT 21B-2 - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public the public utility easements offered thereon, and accept subject to improvement, Lots A and B and the rights of way offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 76 residential lots and 2 public landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

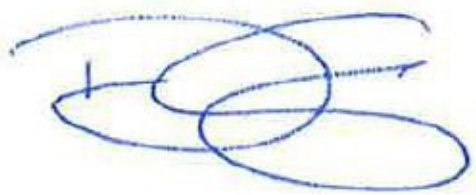
ENVIRONMENTAL REVIEW

Approval of the Sierra Vista KT 21B-2 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Sierra Vista KT 21B-2 final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Sierra Vista KT 21B-2 final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-106

Subdivision Agreement

Final Map

RESOLUTION NO. 21-106

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Sierra Vista Communities, LLC, for the Sierra Vista KT 21B-2 subdivision, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

SUBDIVISION AGREEMENT

Sierra Vista Village KT 21B-2 SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and Sierra Vista Communities, llc, a California Limited Liability Company, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "Sierra Vista Village KT 21B-2 Subdivision" (Subdivision no. PL17-0305; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the ___ day of _____, 20__, and the final map of the Subdivision has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by R.E.Y. Engineers, Inc, dated October 5, 2020 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2022, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of $ 1,412,033.54 . One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

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

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
General Liability	$2,000,000 per occurrence $4,000,000 aggregate Personal Injury: $2,000,000 per occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit

Workers' Compensation Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

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

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

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Lennar Homes of California, Inc.
1025 Creekside Ridge Dr. #240
Roseville, CA 95678
Attn: Larry Gualco

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

Sierra Vista Communities LLC,
a California Limited Liability Company
By Lennar Homes of California Inc.
a California Corporation,
it Managing Member

BY: _____

its: VicePres.

Sierra Vista Communities LLC
a California Limited Liability Company
By: Lennar Homes of California Inc.
a California Corporation
its Managing Member

ATTEST:

and

BY: Earl Keith

BY: _____
SONIA OROZCO
City Clerk

its: Earl Keith, VP/Controller

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer } ss.

On February 9, 2021 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco and Earl Keith

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MONIQUE REYNOLDS
Notary Public - California
Placer County
Commission # 2337907
My Comm. Expires Nov 24, 2024

Monique Reynolds
Signature

(seal)

OPTIONAL INFORMATION

Date of Document _____
Sierra Vista

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Thumbprint of Signer

Type of Satisfactory Evidence:
_____ Personally Known with Paper Identification
_____ Paper Identification
_____ Credible Witness(es)

☐ Check here if no thumbprint or fingerprint is available.

Capacity of Signer:
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

Other Information: _____

BOOK_____ OF MAPS, PAGE_____

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA KT 21B-2" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS SILVER SPRUCE DRIVE, BLACKWELDER WAY, GORGON WAY, KNOBBY CREST WAY, HALIFAX WAY, HIMALAYA WAY, HOLLOWTOP WAY, PANAMINT WAY, SIERRA MORENA WAY, LOTS A, B AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SILVER SPRUCE DRIVE, BLACKWELDER WAY, GORGON WAY, KNOBBY CREST WAY, HALIFAX WAY, HIMALAYA WAY, HOLLOWTOP WAY, PANAMINT WAY, SIERRA MORENA WAY, LOT A AND LOT B.

SIERRA VISTA COMMUNITIES, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT INVESTMENTS, INC., A CALIFORNIA CORPORATION

BY: _____ BY: _____

NAME: CHRYSANTHY DEMOS
TITLE: PRESIDENT & CEO

NAME:

TITLE:

BY: LENNAR HOMES CALIFORNIA INC., A CALIFORNIA CORPORATION

BY: _____ BY: _____

NAME: LARRY GUALCO
TITLE: VICE PRESIDENT

NAME:

TITLE:

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2021, BEFORE ME, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, _____
_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2021, BEFORE ME, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, _____
_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA KT 21B-2" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF SIERRA VISTA COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

R.E.Y. ENGINEERS, INC.

_____

CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2021

DATE: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA KT 21B-2" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: _____

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "SIERRA VISTA KT 21B-2" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: _____

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA KT 21B-2", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENT OFFERED HEREON OF DEDICATIONS AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B AND ALL RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ .M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, STATE OF CALIFORNIA, AT THE REQUEST OF R.E.Y. ENGINEERS, INC.

_____ DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

FEE: $ _____

BY: _____
DEPUTY

FINAL MAP OF
SIERRA VISTA
KT 21B-2
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21B-1 SUBDIVISION NO. PL17-0305", FILED FOR RECORD ON _____, 2021 IN BOOK ___ OF MAPS, AT PAGE ___, PLACER COUNTY RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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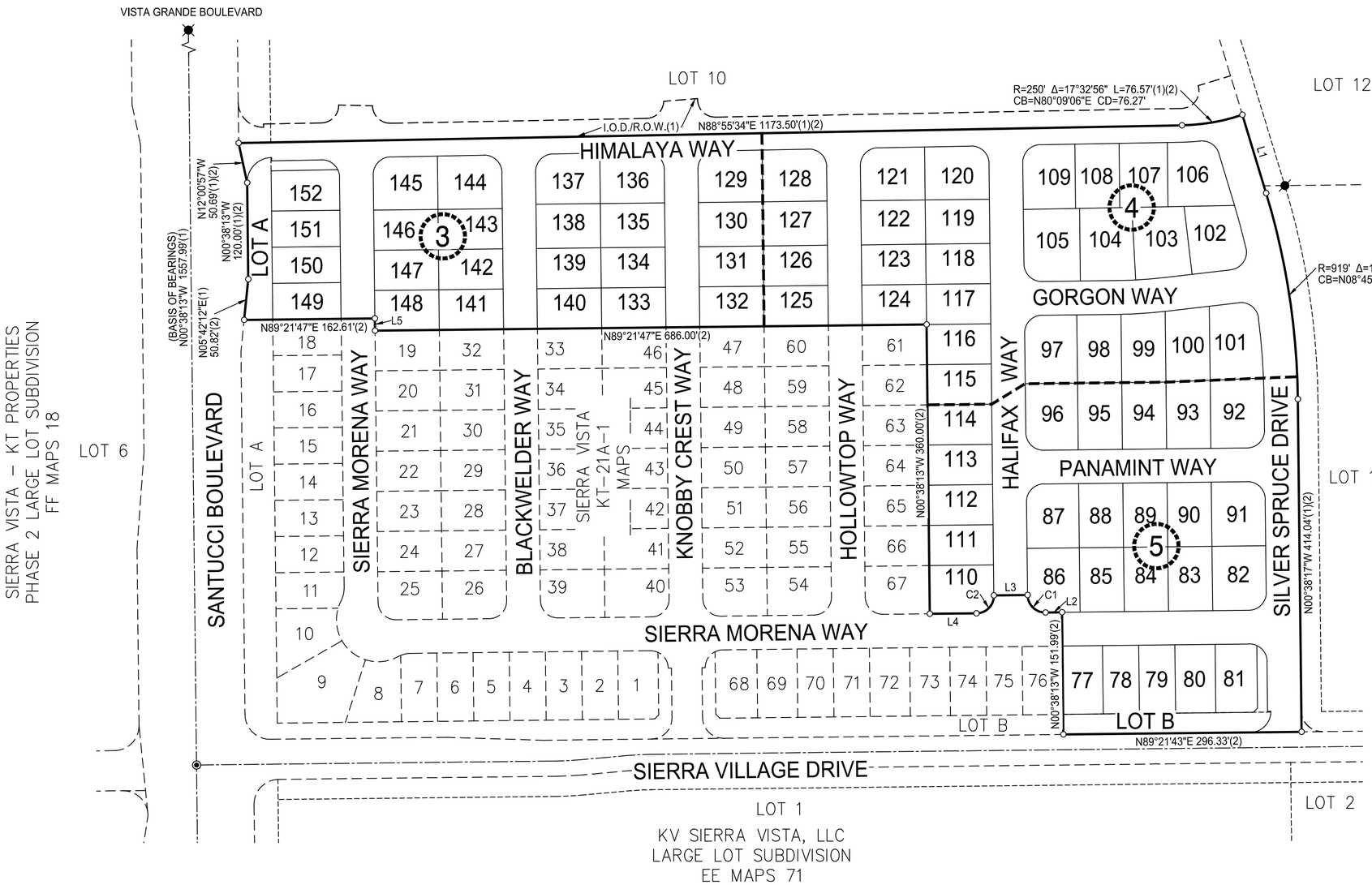
R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 1 OF 6

7310.024

BOOK____OF MAPS, PAGE____



LINE TABLE

#	BEARING	LENGTH
L1(1)(2)	N16°51'55"W	101.77'
L2(2)	N89°21'47"E	20.50'
L3(2)	N89°21'47"E	42.00'
L4(2)	N89°21'47"E	58.00'
L5(2)	N00°38'13"W	15.22'

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1(2)	22'	90°00'00"	34.56'	N45°38'13"W	31.11'
C2(2)	22'	90°00'00"	34.56'	N44°21'47"E	31.11'

NOTES:

1. THE TOTAL AREA OF THIS SUBDIVISION IS 11.81 ACRES +/-, GROSS, CONSISTING OF 76 RESIDENTIAL LOTS, 2 LANDSCAPE LOTS.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
3. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE KUHL & ASSOCIATES DATED FEBRUARY 12, 2018; PROJECT NUMBER WKA NO. 11712.02P AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT - ENGINEERING DEPARTMENT FILE #308-876.
4. ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7944", WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7944" WILL BE SET ON THE SIDE LOT LINE 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 7944" WILL BE SET WITH EPOXY TO THE FACE WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AS OFFSET MONUMENT CANNOT BE SET.
6. A PORTION OF THE I.O.D./R.O.W. ON LOT 11 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, IS FULLY CONTAINED IN THE RIGHT OF WAY SHOWN HEREON.
7. COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE LOTS SHOWN HEREON ARE RECORDED AS DOCUMENT NO. 2020-0042952 OFFICIAL RECORDS OF PLACER COUNTY.

BASIS OF BEARINGS:

THE BEARING N 00°38'13" W, AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF SANTUCCI BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192" FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) FF MAPS 18
(2) ___ MAPS ___(KT-21B-1)
(3) EE MAPS 6

LEGEND

⊠	MONUMENT TO BE SET PER (3) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
◉	MONUMENT TO BE SET PER (1)(2) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
⌀	FOUND 5/8" REBAR WITH PLASTIC PLUG STAMPED "LS 7944"
◎	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
○ |	DIMENSION POINT NOTHING FOUND OR SET
BNDY	BOUNDARY
CB	CHORD BEARING
CD	CHORD DISTANCE
(OA)	OVERALL
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL
S.F.	SQUARE FEET
( )	DENOTES RECORD INFORMATION
(1)	SHEET NUMBER

N

0 50 100 200

SCALE: 1"=100'

FINAL MAP OF
SIERRA VISTA
KT 21B-2
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21B-1 SUBDIVISION NO. PL17-0305", FILED FOR RECORD ON _____, 2021 IN BOOK ___ OF MAPS, AT PAGE ___, PLACER COUNTY RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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APRIL 2021

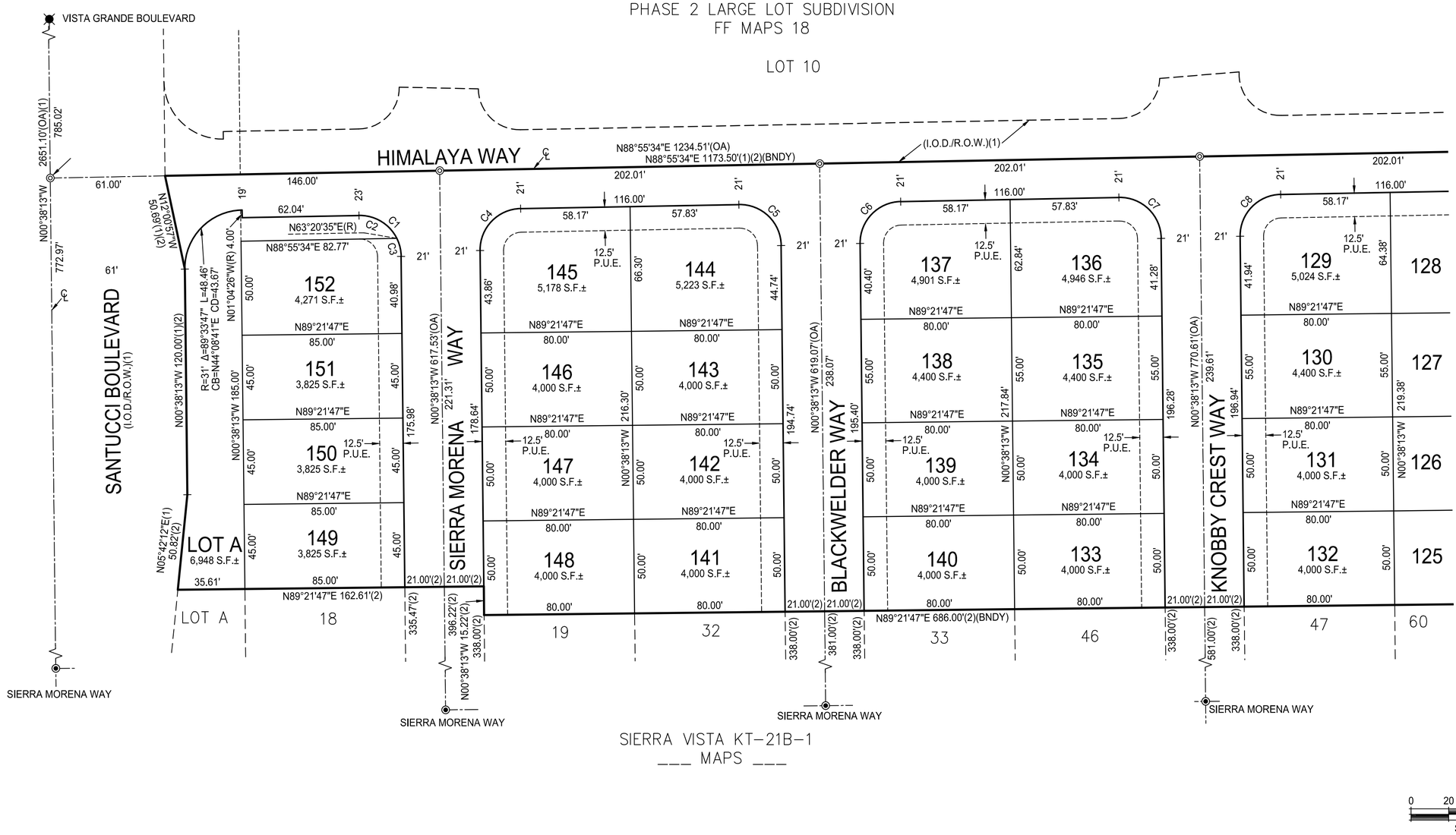
SHEET 2 OF 6

7310.024

BOOK____OF MAPS, PAGE____

SIERRA VISTA – KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18

LOT 10



SIERRA VISTA KT–21B–1
___ MAPS ___

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C2	22'	64°25'01"	24.73'	N58°51'55"W	23.45'
C3	22'	26°01'12"	9.99'	N13°38'49"W	9.91'
C4	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C5	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C6	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C7	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C8	22'	89°33'47"	34.39'	N44°08'41"E	30.99'

N

0 20 40 80
SCALE: 1"=40'

FINAL MAP OF
SIERRA VISTA
KT 21B-2
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21B-1 SUBDIVISION NO. PL17-0305", FILED FOR RECORD ON _____, 2021 IN BOOK ___ OF MAPS, AT PAGE ___, PLACER COUNTY RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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APRIL 2021

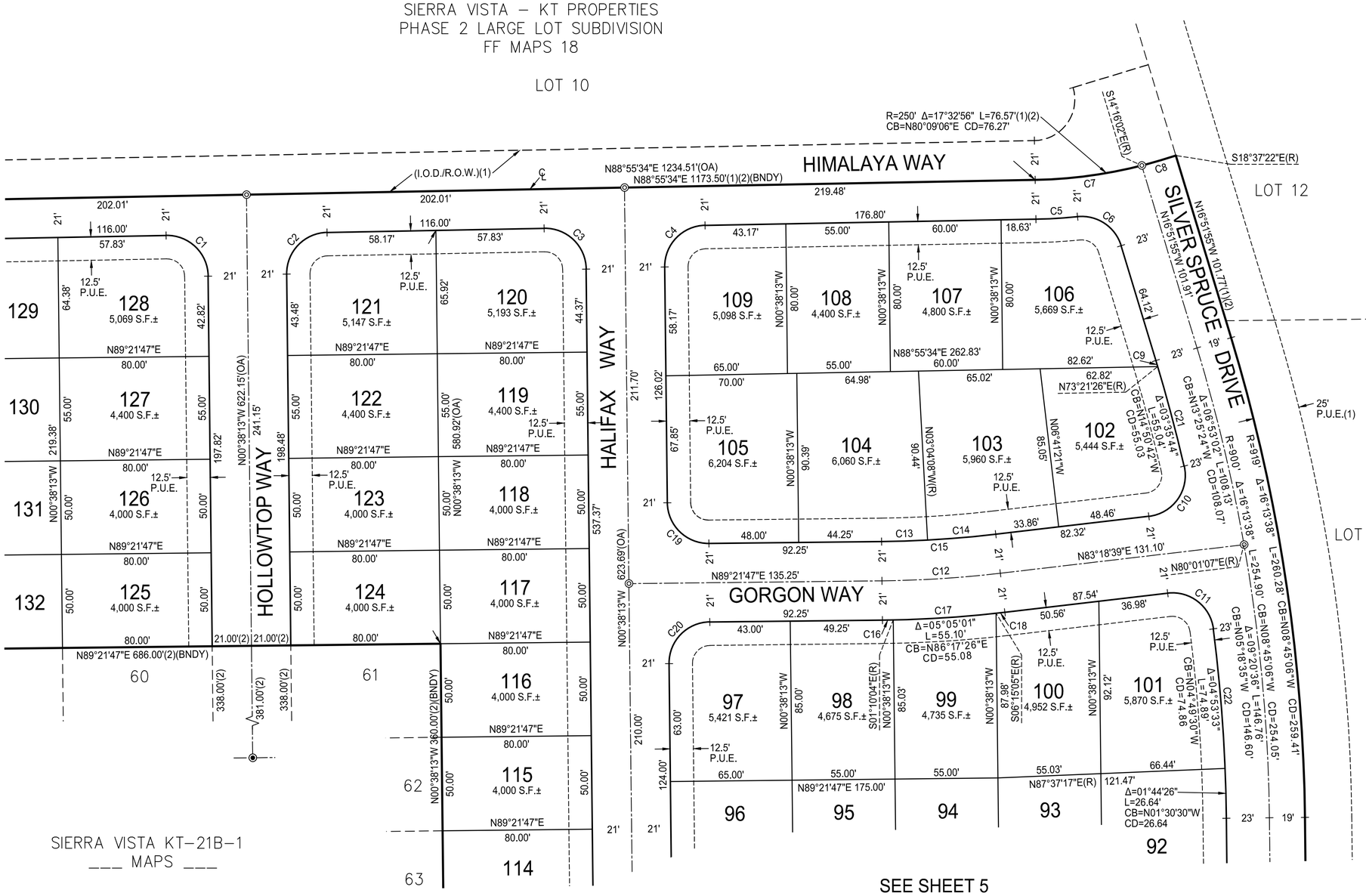
SHEET 3 OF 6 7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

BOOK_____OF MAPS, PAGE_____

SIERRA VISTA – KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18

LOT 10



CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C2	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C3	22'	90°26'13"	34.73'	N45°51'20"W	31.23'
C4	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C5	271'	04°42'24"	22.26'	N86°34'22"E	22.26'
C6	22'	78°54'55"	30.30'	N56°19'23"W	27.96'
C7	250'	13°11'36"	57.57'	N82°19'46"E	57.44'
C8	250'	04°21'20"	19.01'	N73°33'18"E	19.00'
C9	877'	00°13'21"	3.40'	N16°45'15"W	3.40'
C10	22'	96°21'29"	37.00'	N35°07'54"E	32.79'
C11	22'	89°25'05"	34.33'	N51°58'49"W	30.95'
C12	600'	06°03'08"	63.38'	N86°20'13"E	63.35'
C13	579'	02°25'55"	24.58'	N88°08'50"E	24.57'
C14	579'	03°37'13"	36.59'	N85°07'15"E	36.58'
C15	579'	06°03'08"	61.16'	N86°20'13"E	61.13'
C16	621'	00°31'51"	5.75'	N89°05'51"E	5.75'
C17	621'	06°03'08"	65.60'	N86°20'13"E	65.57'
C18	621'	00°26'17"	4.75'	N83°31'47"E	4.75'
C19	22'	90°00'00"	34.56'	N45°38'13"W	31.11'
C20	22'	90°00'00"	34.56'	N44°21'47"E	31.11'
C21	877'	03°49'05"	58.44'	N14°57'23"W	58.43'
C22	877'	06°37'59"	101.53'	N03°57'16"W	101.47'

N

0 20 40 80
SCALE: 1"=40'

FINAL MAP OF
SIERRA VISTA
KT 21B-2
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21B-1 SUBDIVISION NO. PL17-0305", FILED FOR RECORD ON _____, 2021 IN BOOK ___ OF MAPS, AT PAGE ___, PLACER COUNTY RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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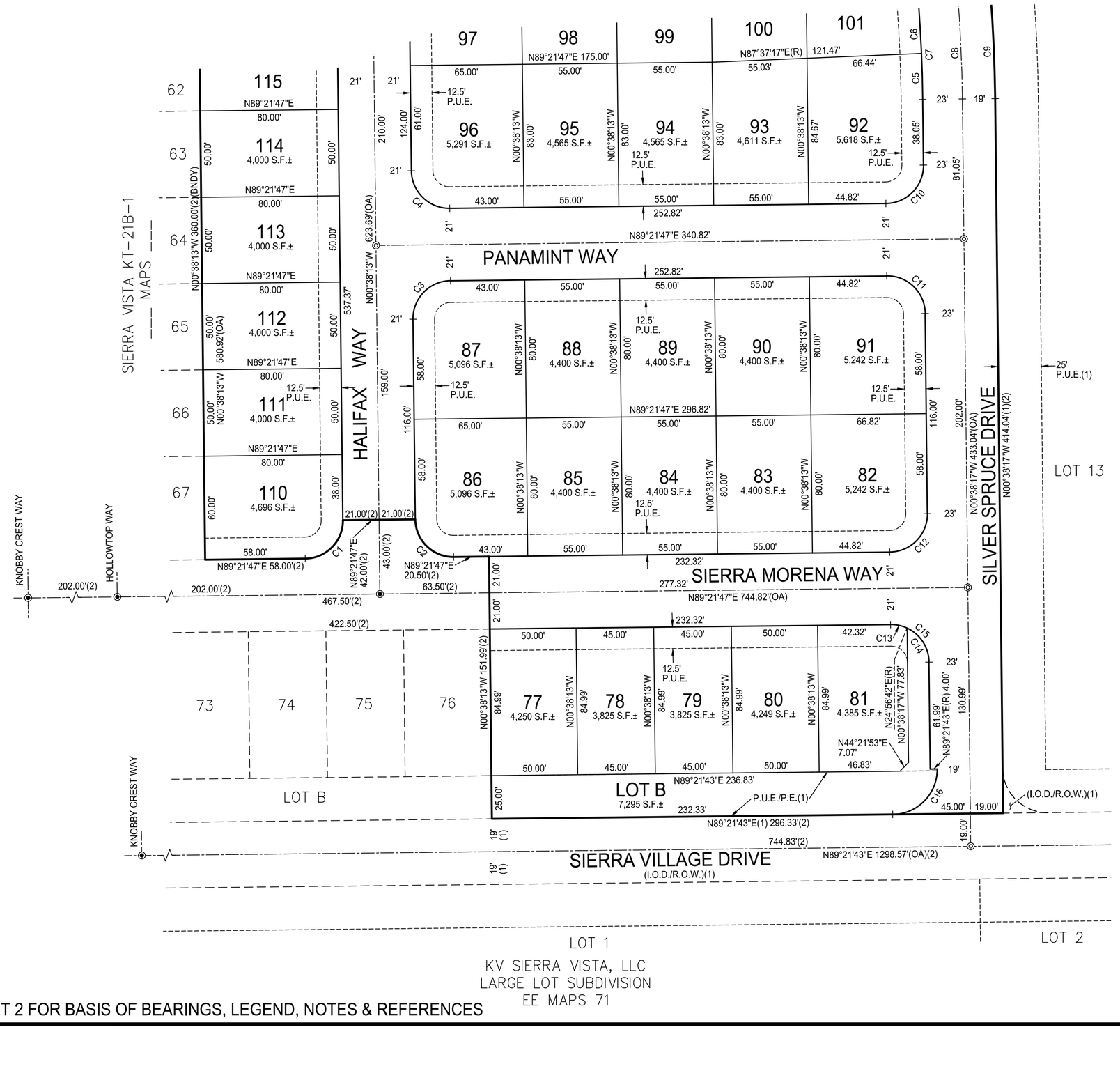
APRIL 2021

SHEET 4 OF 6 7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

BOOK_____OF MAPS, PAGE_____

SEE SHEET 4



CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
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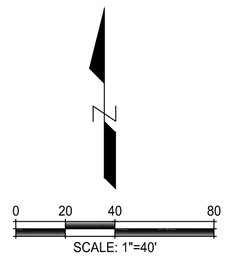
C2	22'	90°00'00"	34.56'	N45°38'13"W	31.11'
C3	22'	90°00'00"	34.56'	N44°21'47"E	31.11'
C4	22'	90°00'00"	34.56'	N45°38'13"W	31.11'
C5	877'	01°44'26"	26.64'	N01°30'30"W	26.64'
C6	877'	04°53'33"	74.89'	N04°49'30"W	74.86'
C7	877'	06°37'59"	101.53'	N03°57'16"W	101.47'
C8	900'	16°13'38"	254.90'	N08°45'06"W	254.05'
C9	919'	16°13'38"	260.28'	N08°45'06"W	259.41'
C10	22'	90°00'04"	34.56'	N44°21'45"E	31.11'
C11	22'	89°59'56"	34.56'	N45°38'15"W	31.11'
C12	22'	90°00'04"	34.56'	N44°21'45"E	31.11'
C13	22'	25°34'55"	9.82'	N77°50'46"W	9.74'
C14	22'	64°25'01"	24.73'	N32°50'48"W	23.45'
C15	22'	89°59'56"	34.56'	N45°38'15"W	31.11'
C16	26'	90°00'00"	40.84'	N44°21'43"E	36.77'



FINAL MAP OF
SIERRA VISTA
KT 21B-2
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21B-1 SUBDIVISION NO. PL17-0305", FILED FOR RECORD ON _____, 2021 IN BOOK ___ OF MAPS, AT PAGE ___, PLACER COUNTY RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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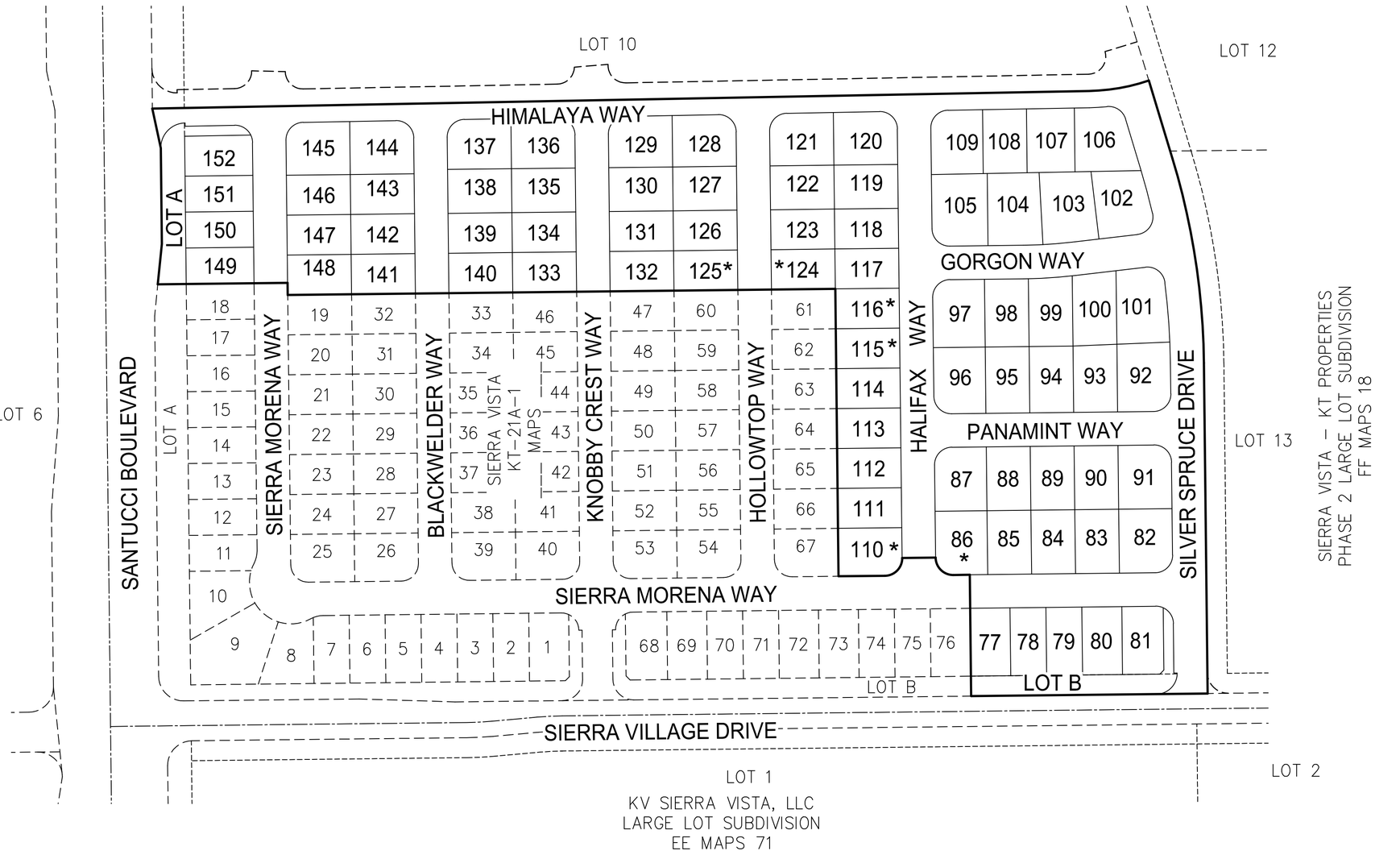
APRIL 2021

7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

BOOK_____OF MAPS, PAGE_____



ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

FINAL MAP OF SIERRA VISTA

KT 21B-2

SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21B-1 SUBDIVISION NO. PL17-0305", FILED FOR RECORD ON _____, 2021 IN BOOK ___ OF MAPS, AT PAGE ___, PLACER COUNTY RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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APRIL 2021

SHEET 6 OF 6

7310.024

COUNCIL COMMUNICATION

CC #: 1337
File #: 0400-04-12-1 & 0400-07

Title:	Sierra Vista KT-2B - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public the public utility easements offered thereon, and accept subject to improvement, Lots A and B and the rights of way offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 55 residential lots and 2 public landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

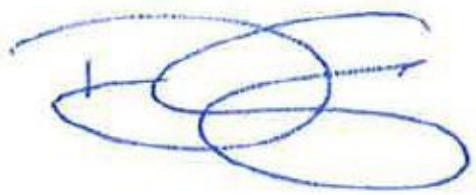
Approval of the Sierra Vista KT-2B final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Sierra Vista KT-2B final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Sierra Vista KT-2B final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all

applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-107

Final Map

Subdivision Agreement

RESOLUTION NO. 21-107

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Sierra Vista Communities, LLC, for the Sierra Vista KT-2B subdivision, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

BOOK _____ OF MAPS, PAGE _____

FINAL MAP OF SEIRRA VISTA-KT-2B

SUBDIVISION NUMBER PL13-0096

BEEING ALL OF THE DESIGNATED REMAINDER LOT AS SHOWN IN THAT FINAL MAP OF "SIERRA VISTA-KT-2A" FILED FOR RECORD IN BOOK FF OF MAPS, AT PAGE 02, OFFICIAL RECORDS OF PLACER COUNTY, ALOS BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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APRIL 2021

SHEET 1 OF 6

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA-KT-2B" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS 'A' AND 'B', THE STREETS SHOWN HEREON AS BANDORI WAY, FANDANGO LOOP AND RUMBA COURT AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) LOTS 'A' AND 'B' AND THE STREETS SHOWN HEREON AS BANDORI WAY, FANDANGO LOOP AND RUMBA COURT

SIERRA VISTA COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT INVESTMENTS, INC., A CALIFORNIA CORPORATION

BY: _____
NAME: _____
ITS: _____

BY: _____
NAME: _____
ITS: _____

BY: LENNAR HOMES OF CALIFORNIA INC. A CALIFORNIA CORPORATION

BY: _____
NAME: _____
ITS: _____

BY: _____
NAME: _____
ITS: _____

RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 20__ AT _____ _.M. IN BOOK _____ OF MAPS, AT PAGE _____ , IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MSA ENGINEERING, INC.

_____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: _____

BY: _____
DEPUTY

FEE $ _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF_____)

ON_____BEFORE ME,

_____; A NOTARY PUBLIC, PERSONALLY

APPEARED _____ WHO PROVED TO ME ON

THE BASIS OF

SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: _____

NOTARY PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

MY NOTARY COMMISSION NO. _____

MY COMMISSION EXPIRES ON: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF_____)

ON_____BEFORE ME,

_____; A NOTARY PUBLIC, PERSONALLY

APPEARED _____ WHO PROVED TO ME ON

THE BASIS OF

SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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NOTARY PRINTED NAME: _____

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MY NOTARY COMMISSION NO. _____

MY COMMISSION EXPIRES ON: _____

NOTARY'S ACKNOWLEDGMENT

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STATE OF _____)
) SS
COUNTY OF_____)

ON_____BEFORE ME,

_____; A NOTARY PUBLIC, PERSONALLY

APPEARED _____ WHO PROVED TO ME ON

THE BASIS OF

SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: _____

NOTARY PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

MY NOTARY COMMISSION NO. _____

MY COMMISSION EXPIRES ON: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF_____)

ON_____BEFORE ME,

_____; A NOTARY PUBLIC, PERSONALLY

APPEARED _____ WHO PROVED TO ME ON

THE BASIS OF

SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: _____

NOTARY PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

MY NOTARY COMMISSION NO. _____

MY COMMISSION EXPIRES ON: _____

FINAL MAP OF SEIRRA VISTA-KT-2B

SUBDIVISION NUMBER PL13-0096

BEEING ALL OF THE DESIGNATED REMAINDER LOT AS SHOWN IN THAT FINAL MAP OF "SIERRA VISTA-KT-2A" FILED FOR RECORD IN BOOK FF OF MAPS, AT PAGE 02, OFFICIAL RECORDS OF PLACER COUNTY, ALOS BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

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APRIL 2021

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA-KT-2B" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SIERRA VISTA COMMUNITIES, LLC ON DECEMBER 2018. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2021, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

ADAM L. FORTH LS 9570
EXPIRATION DATE: 03-31-22

DATE

LICENSED LAND SURVEYOR
ADAM L. FORTH
L 9570
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA-KT-2B" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS 'A' AND 'B' AND THE RIGHTS OF WAYS OFFERED HEREON FOR DEDICATION.

CITY CLERK, CITY OF ROSEVILLE

DATE

BY: _____
ASSISTANT CITY CLERK

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA-KT-2B" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISION OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

DATE

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF "SIERRA VISTA-KT-2B" IS TECHNICALLY CORRECT.

FOR MARC STOUT CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

DATE

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
No. 8278
Exp. 12-31-21
STATE OF CALIFORNIA

BOOK ____ OF MAPS, PAGE ____

FINAL MAP OF SEIRRA VISTA-KT-2B

SUBDIVISION NUMBER PL13-0096

BEEING ALL OF THE DESIGNATED REMAINDER LOT AS SHOWN IN THAT FINAL MAP OF "SIERRA VISTA-KT-2A" FILED FOR RECORD IN BOOK FF OF MAPS, AT PAGE 02, OFFICIAL RECORDS OF PLACER COUNTY, ALOS BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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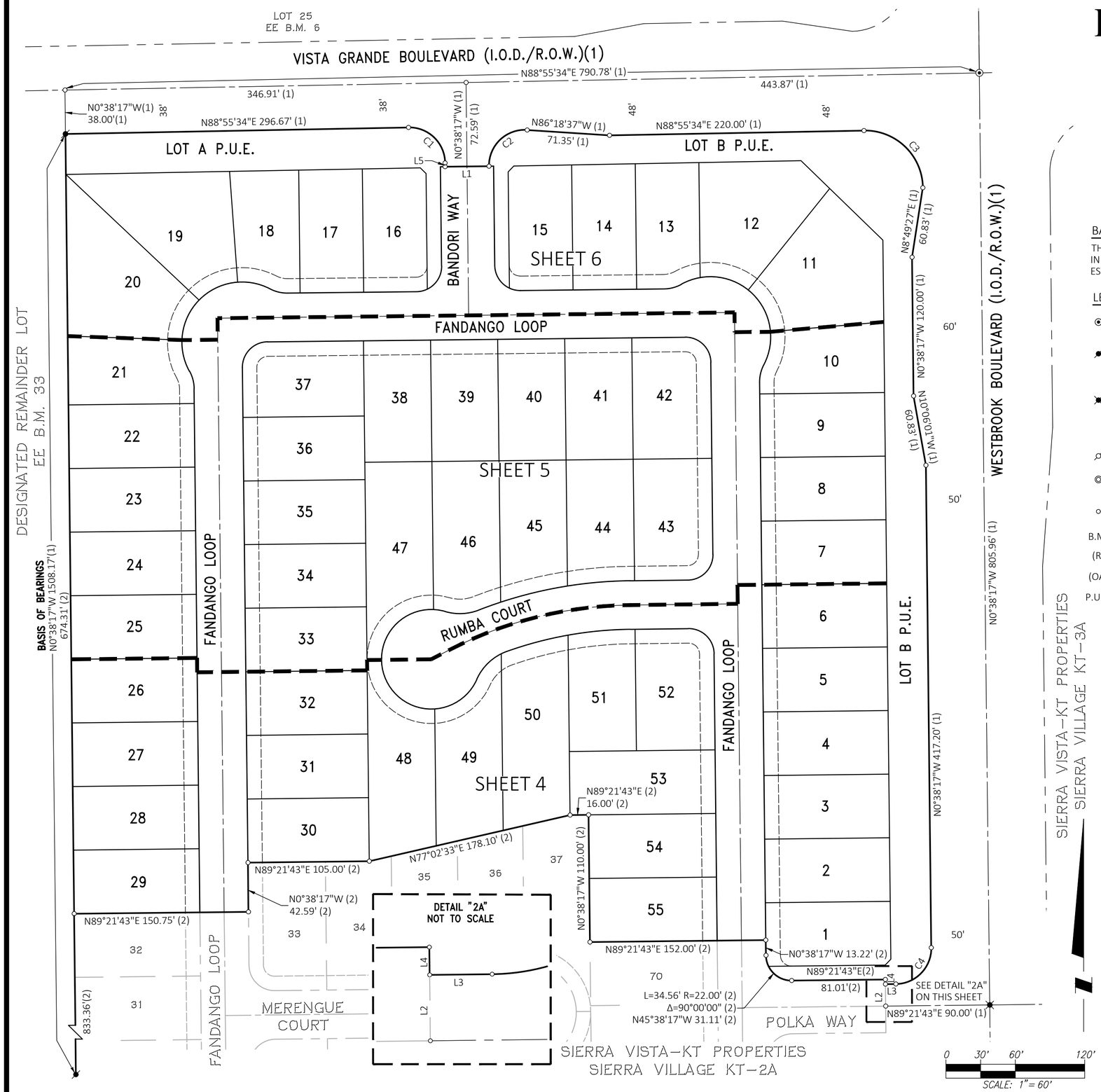
SCALE: 1" = 60' APRIL 2021



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE WESTERLY LINE OF LOT 5 AS SHOWN IN BOOK EE OF MAPS, PAGE 33, OFFICIAL RECORDS OF PLACER COUNTY AND ESTABLISHED BY THE MONUMENTS SHOWN HEREON. THE BEARING IS N0°38'17"W.

LEGEND

- ⊙ ...MONUMENT TO BE SET PER THAT FINAL MAP OF "SIERRA VISTA-FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL 15-0192" RECORDED IN BOOK EE OF MAPS, AT PAGE 6, OFFICIAL RECORDS OF PLACER COUNTY
- ⦿ ...5/8" REBAR WITH PLASTIC PLUG STAMPED "LS 6600" TO BE SET PER THAT FINAL MAP OF "SIERRA VISTA-KT PROPERTIES LARGE LOT SUBDIVISION" FILED FOR RECORD IN BOOK EE OF MAPS, AT PAGE 33, OFFICIAL RECORDS OF PLACER COUNTY
- ⊠ ...COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 6600" TO BE SET PER THAT FINAL MAP OF "SIERRA VISTA-KT PROPERTIES LARGE LOT SUBDIVISION" FILED FOR RECORD IN BOOK EE OF MAPS, AT PAGE 33, OFFICIAL RECORDS OF PLACER COUNTY
- ⦰ ...SET 5/8" REBAR WITH PLASTIC PLUG STAMPED "LS 9570"
- ◎ ...SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9570"
- ○ ...DIMENSION POINT

B.M. ...BOOK OF MAPS
(R) ...RADIAL
(OA) ...OVERALL
P.U.E. ...PUBLIC UTILITY EASEMENT

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	48.93' (1)	31.00' (1)	90°26'09" (1)	N45°51'21"W (1)	44.01' (1)
C2	51.04' (1)	31.00' (1)	94°19'40" (1)	N46°31'33"E (1)	45.46' (1)
C3	78.92' (1)	50.00' (1)	90°26'09" (1)	N45°51'21"W (1)	70.98' (1)
C4	48.69' (1)	31.00' (1)	90°00'00" (1)	N44°21'43"E (1)	43.84' (1)

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°21'43"E (1)	38.00' (1)
L2	N0°38'17"W (1)(2)	19.00' (1)(2)
L3	N89°21'43"E (1)(2)	9.00' (1)(2)
L4	N0°38'17"W (2)	4.00' (2)
L5	N0°38'17"W (1)	3.21' (1)

REFERENCES

(1) PER BOOK EE OF MAPS, AT PAGE 33, OFFICIAL RECORDS OF PLACER COUNTY
(2) PER BOOK FF OF MAPS, AT PAGE 02, OFFICIAL RECORDS OF PLACER COUNTY

NOTES

1. ALL CURVES DIMENSIONED WITH LENGTH, RADIUS, DELTA, CHORD BEARING AND CHORD DISTANCE.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "SIERRA VISTA - KT-2B" SUBDIVISION IS 11.277± AC. GROSS, CONSISTING OF 55 RESIDENTIAL DEVELOPMENT LOTS AND 2 LANDSCAPE LOTS.
5. ALL REAR LOT CORNERS WILL BE SET WITH A 5/8" REBAR WITH A PLASTIC PLUG STAMPED "LS 9570", WHERE MONUMENTS FALL ADJACENT TO A RETAINING WALL, SOUNDWALL OR CONCRETE FOOTING A 5/8" REBAR WITH PLASTIC PLUG STAMPED "LS 9570" WILL BE SET ON THE SIDE LOT LINE 2.00' OFFSET TO THE REAR LOT CORNER.
6. A 1-5/32" BRASS DISK STAMPED "LS 9570" WILL BE SET IN THE SIDEWALK ON THE PROJECTION OF THE SIDE LOT LINES 1.00 FOOT FROM THE FRONT PROPERTY CORNER.
7. A SOUNDWALL IS ADJACENT TO LOTS: 1 THROUGH 19, LOT 'A' AND LOT 'B'.
8. A GEOTECHNICAL ENGINEERING REPORT ENTITLED "SIERRA VISTA RESIDENTIAL DEVELOPMENT" WAS PREPARED BY WALLACE KUHL & ASSOCIATES, WKA NO. 11712.01, DATED JANUARY 10, 2018. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE ENGINEERING DEPARTMENT, FILE NO. 308-879 .
9. CONDITIONS, COVENANTS AND RESTRICTIONS (CC&R'S) ARE RECORDED CONCURRENTLY IN DOCUMENT NO.: 2020-0042952

BOOK _____ OF MAPS, PAGE _____

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C11	34.56'	22.00'	90°00'00"	N45°38'17"W	31.11'
C12 (OA)	109.08'	329.00'	18°59'50"	N79°51'48"E	108.59'
C13 (OA)	36.54'	45.00'	46°31'14"	N47°06'16"E	35.54'
C14 (OA)	196.96'	43.00'	262°26'17"	N24°56'12"W	64.69'
C15	29.53'	45.00'	37°36'09"	N87°28'52"E	29.01'
C16 (OA)	133.92'	371.00'	20°40'56"	N79°01'15"E	133.19'
C17	34.56'	22.00'	90°00'00"	N44°21'43"E	31.11'
C18	24.73'	22.00'	64°25'01"	N58°25'46"W	23.45'
C19	9.82'	22.00'	25°34'59"	N13°25'46"W	9.74'
C20	54.28'	329.00'	9°27'12"	N84°38'07"E	54.22'

CURVE TABLE					
C21	54.80'	329.00'	9°32'39"	N75°08'12"E	54.74'
C22	5.35'	45.00'	6°48'22"	N66°57'42"E	5.34'
C23	31.19'	45.00'	39°42'51"	N43°42'05"E	30.57'
C24	46.67'	43.00'	62°11'05"	N54°56'12"E	44.41'
C25	70.05'	43.00'	93°19'59"	N47°18'16"W	62.55'

LINE TABLE		
LINE #	BEARING	DISTANCE
L2	N0°38'17"W (1)(2)	19.00' (1)(2)
L3	N89°21'43"E (1)(2)	9.00' (1)(2)
L4	N0°38'17"W (2)	4.00' (2)
L11	N89°21'43"E (R)	12.50'

FINAL MAP OF SEIRRA VISTA-KT-2B

SUBDIVISION NUMBER PL13-0096

BEEING ALL OF THE DESIGNATED REMAINDER LOT AS SHOWN IN THAT FINAL MAP OF "SIERRA VISTA-KT-2A" FILED FOR RECORD IN BOOK FF OF MAPS, AT PAGE 02, OFFICIAL RECORDS OF PLACER COUNTY, ALOS BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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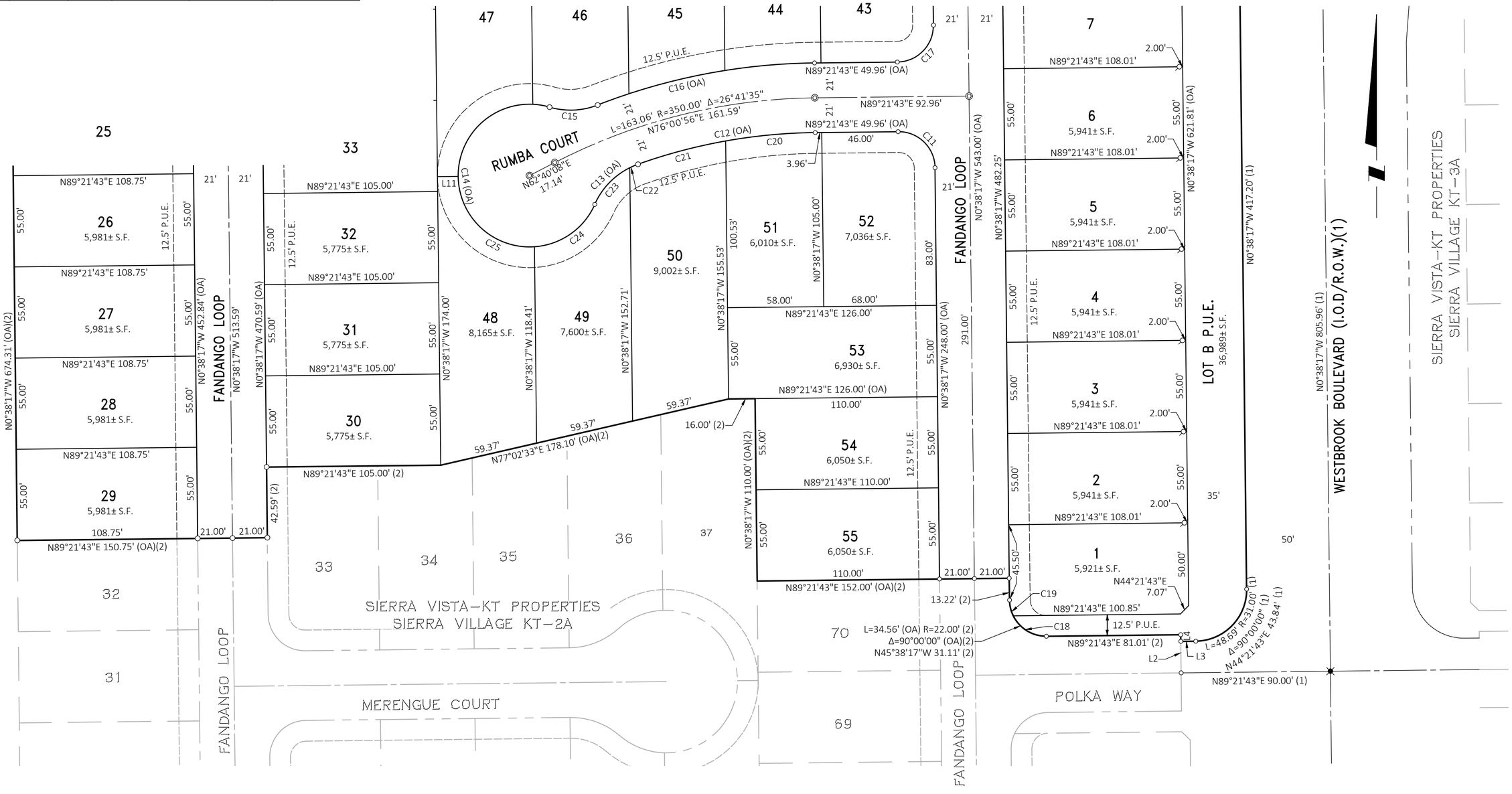
SCALE: 1" = 40' APRIL 2021

SEE SHEET 3 FOR NOTES AND LEGEND

SEE SHEET 5

0 20' 40' 80'
SCALE: 1"=40'



BOOK ____ OF MAPS, PAGE ____

FINAL MAP OF SEIRRA VISTA-KT-2B

SUBDIVISION NUMBER PL13-0096

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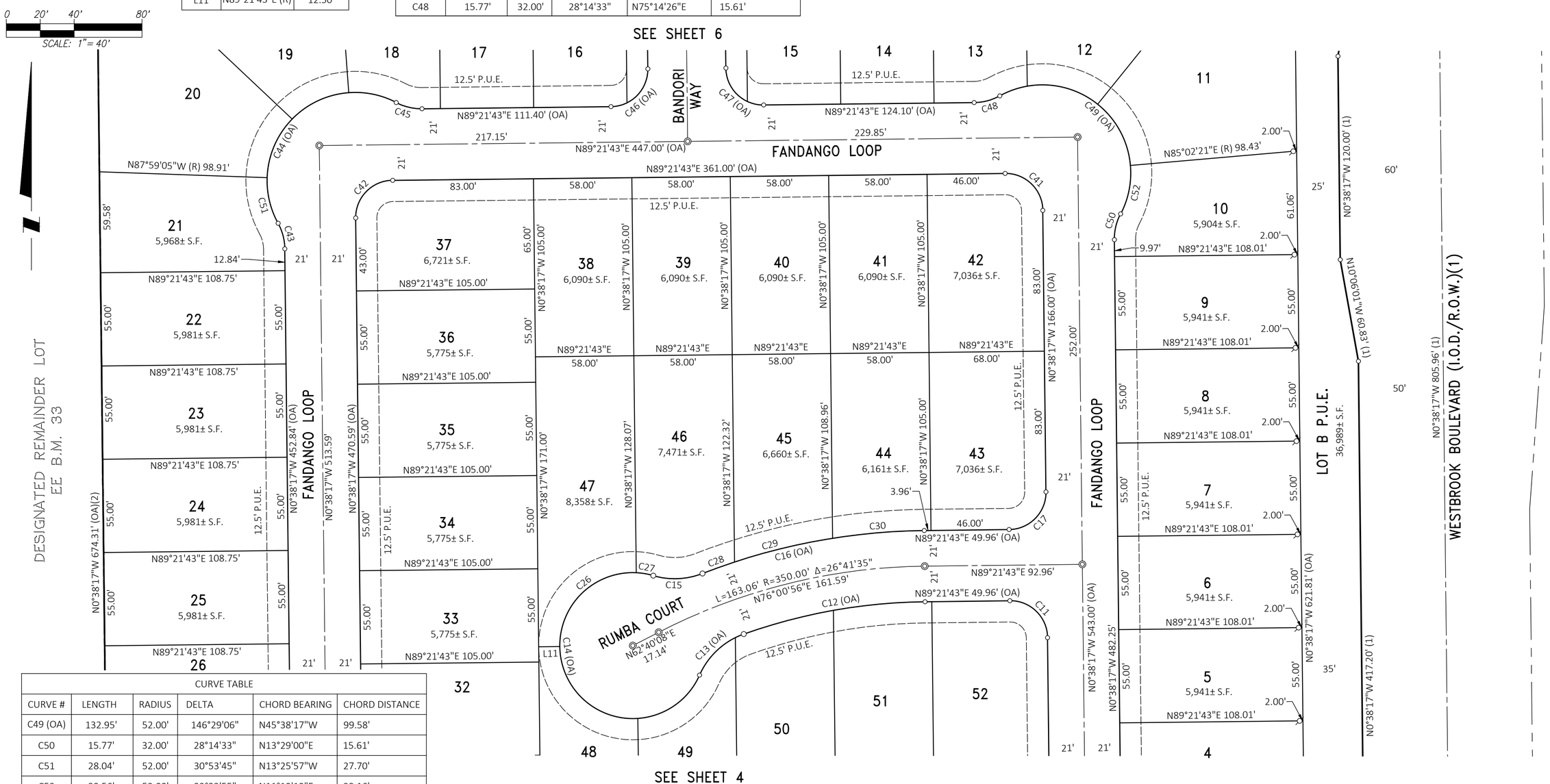
SCALE: 1" = 40' APRIL 2021

SEE SHEET 3 FOR NOTES AND LEGEND

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C11	34.56'	22.00'	90°00'00"	N45°38'17"W	31.11'
C12 (OA)	109.08'	329.00'	18°59'50"	N79°51'48"E	108.59'
C13 (OA)	36.54'	45.00'	46°31'14"	N47°06'16"E	35.54'
C14 (OA)	196.96'	43.00'	262°26'17"	N24°56'12"W	64.69'
C15	29.53'	45.00'	37°36'09"	N87°28'52"E	29.01'
C16 (OA)	133.92'	371.00'	20°40'56"	N79°01'15"E	133.19'
C17	34.56'	22.00'	90°00'00"	N44°21'43"E	31.11'
C26	70.05'	43.00'	93°19'59"	N46°01'43"E	62.55'

LINE TABLE		
LINE #	BEARING	DISTANCE
L11	N89°21'43"E (R)	12.50'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C27	10.20'	43.00'	13°35'15"	N80°30'41"W	10.17'
C28	20.11'	371.00'	3°06'19"	N70°13'57"E	20.11'
C29	59.58'	371.00'	9°12'07"	N76°23'10"E	59.52'
C30	54.23'	371.00'	8°22'30"	N85°10'28"E	54.18'
C41	34.56'	22.00'	90°00'00"	N45°38'17"W	31.11'
C42	34.56'	22.00'	90°00'00"	N44°21'43"E	31.11'
C43	15.77'	32.00'	28°14'33"	N14°45'34"W	15.61'
C44 (OA)	132.95'	52.00'	146°29'06"	N44°21'43"E	99.58'
C45	15.77'	32.00'	28°14'33"	N76°31'00"W	15.61'
C46 (OA)	34.56'	22.00'	90°00'00"	N44°21'43"E	31.11'
C47 (OA)	34.56'	22.00'	90°00'00"	N45°38'17"W	31.11'
C48	15.77'	32.00'	28°14'33"	N75°14'26"E	15.61'



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C49 (OA)	132.95'	52.00'	146°29'06"	N45°38'17"W	99.58'
C50	15.77'	32.00'	28°14'33"	N13°29'00"E	15.61'
C51	28.04'	52.00'	30°53'45"	N13°25'57"W	27.70'
C52	29.56'	52.00'	32°33'55"	N11°19'19"E	29.16'

SEE SHEET 4

FINAL MAP OF SEIRRA VISTA-KT-2B

SUBDIVISION NUMBER PL13-0096

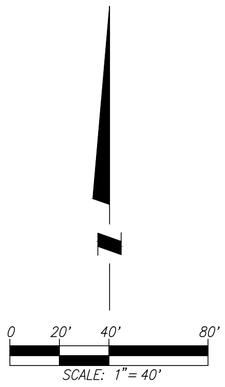
BEEING ALL OF THE DESIGNATED REMAINDER LOT AS SHOWN IN THAT FINAL MAP OF "SIERRA VISTA-KT-2A" FILED FOR RECORD IN BOOK FF OF MAPS, AT PAGE 02, OFFICIAL RECORDS OF PLACER COUNTY, ALOS BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

msa a cbg company
ROSEVILLE ▪ (916) 788-4456
WWW.MSA-CBG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

SCALE: 1" = 40' APRIL 2021

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C44 (OA)	132.95'	52.00'	146°29'06"	N44°21'43"E	99.58'
C45	15.77'	32.00'	28°14'33"	N76°31'00"W	15.61'
C46 (OA)	34.56'	22.00'	90°00'00"	N44°21'43"E	31.11'
C47 (OA)	34.56'	22.00'	90°00'00"	N45°38'17"W	31.11'
C48	15.77'	32.00'	28°14'33"	N75°14'26"E	15.61'
C49 (OA)	132.95'	52.00'	146°29'06"	N45°38'17"W	99.58'
C61	41.99'	52.00'	46°15'53"	N28°05'35"W	40.86'
C62	44.16'	52.00'	48°39'17"	N75°33'11"W	42.84'
C63	17.24'	52.00'	19°00'01"	N70°37'10"E	17.17'
C64	9.82'	22.00'	25°34'59"	N77°50'48"W	9.74'
C65	9.82'	22.00'	25°34'59"	N76°34'14"E	9.74'
C66	28.87'	52.00'	31°48'24"	N78°17'56"W	28.50'
C67	37.61'	52.00'	41°26'09"	N65°04'47"E	36.79'
C68	38.43'	52.00'	42°20'48"	N23°11'19"E	37.56'
C69	24.73'	22.00'	64°25'01"	N31°34'14"E	23.45'
C70	24.73'	22.00'	64°25'01"	N32°50'48"W	23.45'



SEE SHEET 3 FOR NOTES AND LEGEND

LINE TABLE		
LINE #	BEARING	DISTANCE
L5	N0°38'17"W (1)	3.21' (1)
L16	N89°21'43"E	4.00'

LOT 25
EE B.M. 6

VISTA GRANDE BOULEVARD (I.O.D./R.O.W.)(1)

N88°55'34"E 790.78'
346.91' (1)
443.87' (1)
N0°38'17"W(1)
38.00'(1)
N0°38'17"W 72.59'
N89°21'43"E 46.00' (OA)

DESIGNATED REMAINDER LOT
EE B.M. 33

N0°38'17"W 674.31' (OA)(2)
139.74'

LOT A P.U.E.
12,520± S.F.
N88°55'34"E 296.67' (1)
35.00'
L=48.93' R=31.00' (1)
Δ=90°26'09" (1)
N45°51'21"W 44.01' (1)
N88°55'34"E 306.44'
2.00'
141.55'
59.86'
55.00'
50.04'
N45°38'17"W
7.02'
N46°40'06"W 158.37'
N4°12'08"W (R) 96.09'
N0°38'17"W 106.25'
N0°38'17"W 106.67'
N0°38'17"W 99.93'
N0°38'17"W 85.77'
12.5'
10.90'
12.5' P.U.E.
19
9,413± S.F.
18
5,753± S.F.
17
5,855± S.F.
16
5,860± S.F.
20
9,608± S.F.
C67
C66
C45
C68
C44 (OA)
55.00'
45.50'
C65
C69
C46 (OA)
N89°21'43"E 111.40' (OA)
21'
217.15'
N89°21'43"E 447.00' (OA)
N87°59'05"W (R) 98.91'
FANDANGO LOOP
N89°21'43"E 361.00' (OA)
12.5' P.U.E.
21
37
38
39
40
41
42

L16
19.00'
19.00'
4.00'
23'
23'
L5
N0°38'17"W 128.77'
BANDORI WAY

N86°18'37"W 71.35' (1)
L=51.04' R=31.00' (1)
Δ=94°19'40" (1)
N46°31'33"E 45.46' (1)
N88°55'34"E 220.00' (1)
N88°55'34"E 248.33' (OA)
LOT B P.U.E.
36,989± S.F.
L=78.92' R=50.00' (1)
Δ=90°26'09" (1)
N45°51'21"W 70.98' (1)
25'
49.96'
N44°21'43"E
7.13'
55.00'
55.00'
2.00'
88.36'
34.56'
N45°51'22"W 98.62' (OA)
64.06'
N8°49'27"E 60.83' (1)
N0°38'17"W 100.47'
N0°38'17"W 108.05'
N0°38'17"W 108.47'
N0°38'17"W 99.56'
12.5'
15
5,912± S.F.
14
5,954± S.F.
13
5,843± S.F.
12
8,769± S.F.
11
9,465± S.F.
10
12.5' P.U.E.
C70
C47 (OA)
C64
45.50'
55.00'
23.60'
C63
C62
C48
C49 (OA)
C61
N89°21'43"E 124.10' (OA)
N38°46'28"E (R) 112.65'
70.75'
2.00'
N85°02'21"E (R) 98.43'
N0°38'17"W 621.81' (OA)
N0°38'17"W 120.00' (1)
N0°38'17"W 805.96' (1)
60'
25'
WESTBROOK BOULEVARD (I.O.D./R.O.W.)(1)

SEE SHEET 5

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

SUBDIVISION AGREEMENT

SIERRA VISTA- KT-2B SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and SIERRA VISTA COMMUNITIES, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "SIERRA VISTA-KT-2B Subdivision" (Subdivision no. PL13-0096; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 10 day of December, 2015, and the final map of the Subdivision has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MSA Engineering Inc., dated June 11, 2019 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2021, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of $1,119,738.13. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

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

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
General Liability	$2,000,000 per occurrence $4,000,000 aggregate Personal Injury: $2,000,000 per occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit

Workers' Compensation Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

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

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

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Lennar Homes of California, Inc.
1025 Creekside Ridge Dr. #240
Roseville, CA 95678
Attn: Larry Gualco

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

Sierra Vista Communities LLC,
a California Limited Liability Company
By Lennar Homes of California Inc.
a California Corporation,
it Managing Member

BY: _____

its: Vice Pres.

Sierra Vista Communities, LLC
A California Limited Liability Company
By: Lennar Homes of California Inc.
A California Corporation
Managing Member

and

BY: Earl Keith

its: Earl Keith, VP/Controller

(NOTARIZATION REQUIRED)

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer } *ss.*

On February 18, 2021 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco and Earl Keith

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MONIQUE REYNOLDS
Notary Public - California
Placer County
Commission # 2337907
My Comm. Expires Nov 24, 2024

Monique Reynolds
Signature

(seal)

OPTIONAL INFORMATION

Date of Document Sierra Vista

Type or Title of Document

Number of Pages in Document

Document in a Foreign Language

Thumbprint of Signer

Type of Satisfactory Evidence:
_____ Personally Known with Paper Identification
_____ Paper Identification
_____ Credible Witness(es)

☐ Check here if no thumbprint or fingerprint is available.

Capacity of Signer:
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

Other Information: _____

COUNCIL COMMUNICATION

CC #: 1350
File #: 0400-04-12-1 & 0400-07

Title:	Sierra Vista Village KT-5B - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public the public utility easements offered thereon, and accept, subject to improvement, the rights of way offered thereon.
2. Adopt a resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 71 residential lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

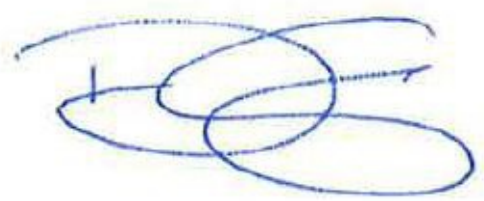
Approval of the Sierra Vista KT Village 5B final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Sierra Vista KT Village 5B final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Sierra Vista KT Village 5B final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be

implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-111

Subdivision Agreement

Final Map

RESOLUTION NO. 21-111

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Sierra Vista Communities, LLC, for the Sierra Vista KT-5B subdivision, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

SUBDIVISION AGREEMENT

SIERRA VISTA KT-5B SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and SIERRA VISTA COMMUNITIES, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "SIERRA VISTA KT-5B Subdivision" (Subdivision no. PL17-0305; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 10 day of December, 2015, and the final map of the Subdivision has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MSA Engineering Inc., dated June 11, 2019 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2021, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of $1,673,171.33. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

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

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
General Liability	$2,000,000 per occurrence $4,000,000 aggregate Personal Injury: $2,000,000 per occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit

Workers' Compensation Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

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

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

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Lennar Homes of California, Inc.
1025 Creekside Ridge Dr. #240
Roseville, CA 95678
Attn: Larry Gualco

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

Sierra Vista Communities LLC,
a California Limited Liability Company
By Lennar Homes of California Inc.
a California Corporation
it Managing Member

BY: _____

its: Vice Pres.

[E:\agreement\form agreements\subdivision agmt.docx; 8/9/2018]

Sierra Vista Communities, LLC
A California Limited Liability Company
By: Lennar Homes of California Inc.
A California Corporation
Managing Member

ATTEST:

and

BY: Earl Keith

BY: _____
SONIA OROZCO
City Clerk

its: Earl Keith, VP/Controller

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer } ss.

On February 18, 2021 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco and Earl Keith

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MONIQUE REYNOLDS
Notary Public - California
Placer County
Commission # 2337907
My Comm. Expires Nov 24, 2024

Monique Reynolds
Signature

(seal)

OPTIONAL INFORMATION

Date of Document Sierra Vista

Type or Title of Document

Number of Pages in Document

Document in a Foreign Language

Thumbprint of Signer

Type of Satisfactory Evidence:
_____ Personally Known with Paper Identification
_____ Paper Identification
_____ Credible Witness(es)

☐ Check here if no thumbprint or fingerprint is available.

Capacity of Signer:
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

Other Information: _____

BOOK_____ OF MAPS, PAGE_____

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - VILLAGE KT-5B" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS PASO FINO COURT, BRANDENBURBER DRIVE, OBERLANDER DRIVE, ORLOV WAY, PENTRO WAY, PERSANO WAY AND PINDOS WAY AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS PASO FINO COURT, BRANDENBURBER DRIVE, OBERLANDER DRIVE, ORLOV WAY, PENTRO WAY, PERSANO WAY AND PINDOS WAY.

SIERRA VISTA COMMUNITIES, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT INVESTMENTS, INC., A CALIFORNIA CORPORATION

BY: _____ BY: _____
NAME: CHRYSANTHY DEMOS NAME:
TITLE: PRESIDENT & CEO TITLE:

BY: LENNAR HOMES CALIFORNIA INC., A CALIFORNIA CORPORATION

BY: _____ BY: _____
NAME: LARRY GUALCO NAME:
TITLE: VICE PRESIDENT TITLE:

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2021, BEFORE ME,_____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED,_____
_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2021, BEFORE ME,_____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED,_____
_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - VILLAGE KT-5B" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF SIERRA VISTA COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

R.E.Y. ENGINEERS, INC.

_____
CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2021

DATE: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - VILLAGE KT-5B" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: _____
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "SIERRA VISTA - VILLAGE KT-5B" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: _____
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - VILLAGE KT-5B", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENTS OFFERED HEREON OF DEDICATIONS AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, THE RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ .M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF R.E.Y. ENGINEERS, INC.

_____ DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

FEE: $ _____

BY: _____
DEPUTY

FINAL MAP OF
SIERRA VISTA
VILLAGE KT-5B
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - VILLAGE KT-5A SUBDIVISION NUMBER PL 17-0305", FILED FOR RECORD ON JULY 21, 2020 IN BOOK FF OF MAPS, AT PAGE 3, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

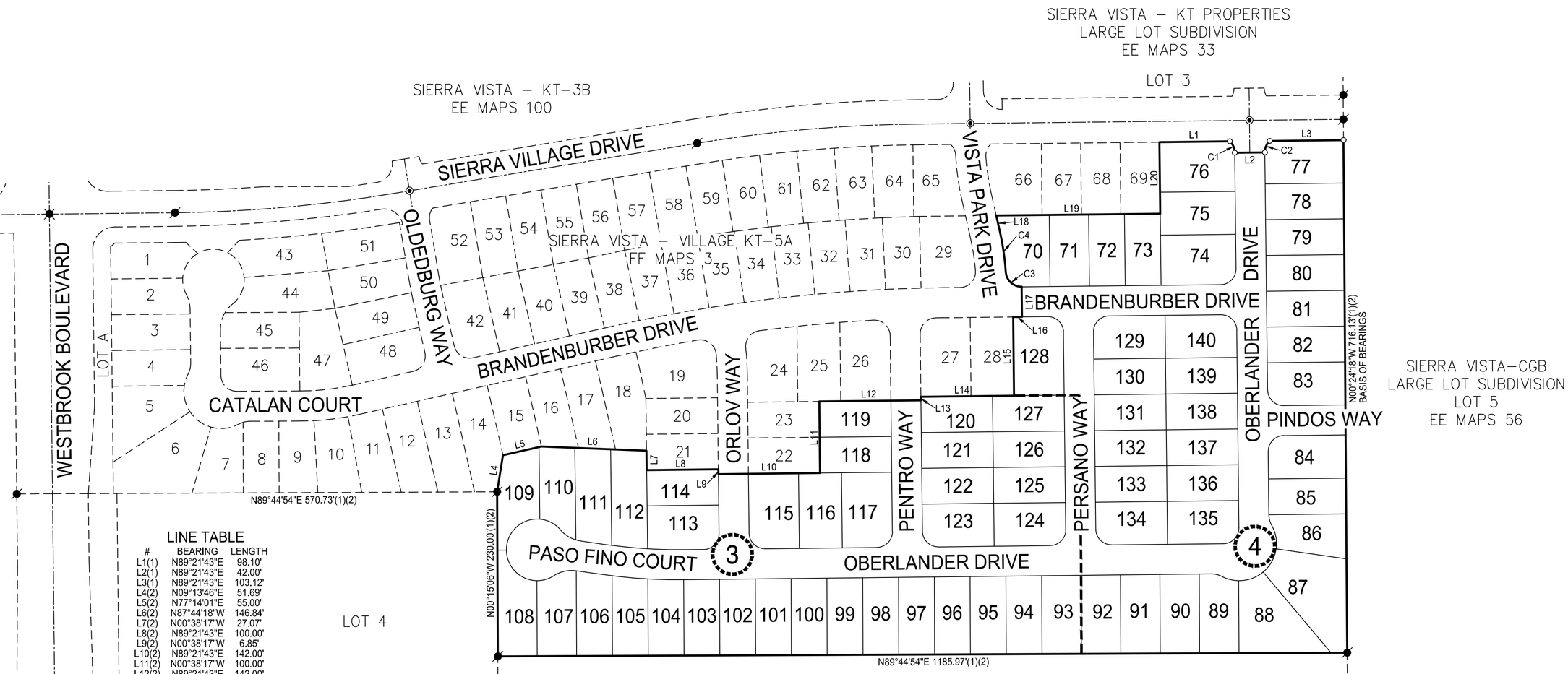
R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 1 OF 5

7310.020

BOOK_____OF MAPS, PAGE_____



LINE TABLE

#	BEARING	LENGTH
L1(1)	N89°21'43"E	98.10'
L2(1)	N89°21'43"E	42.00'
L3(1)	N89°21'43"E	103.12'
L4(2)	N09°13'46"E	51.69'
L5(2)	N77°14'01"E	55.00'
L6(2)	N87°44'18"W	146.84'
L7(2)	N00°38'17"W	27.07'
L8(2)	N89°21'43"E	100.00'
L9(2)	N00°38'17"W	6.85'
L10(2)	N89°21'43"E	142.00'
L11(2)	N00°38'17"W	100.00'
L12(2)	N89°21'43"E	142.00'
L13(2)	N00°38'17"W	5.00'
L14(2)	N89°21'43"E	130.00'
L15(2)	N00°38'17"W	110.00'
L16(2)	N89°21'43"E	12.38'
L17(2)	N00°38'17"W	42.00'
L18(2)	N12°46'04"W	22.55'
L19(2)	N89°21'43"E	229.02'
L20(2)	N00°38'17"W	100.00'

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1(1)	22'	46°39'30"	17.92'	N23°58'02"W	17.42'
C2(1)	22'	46°39'30"	17.92'	N22°41'28"E	17.42'
C3(2)	22'	86°47'27"	33.33'	N47°14'33"W	30.23'
C4(2)	371'	08°55'14"	57.76'	N08°18'27"W	57.70'

BASIS OF BEARINGS:

THE BEARING N 00°24'18" W , AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE EAST BOUNDARY AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192" FILED FOR RECORD ON NOVEMBER 20, 2019 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) EE MAPS 33
(2) FF MAPS 3

LEGEND

●	FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 6600"
◉	FOUND 5/8" REBAR WITH PLASTIC PLUG STAMPED "LS 6600"
◉	FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
◎	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
○ |	DIMENSION POINT NOTHING FOUND OR SET
BNDY	BOUNDARY
CB	CHORD BEARING
CD	CHORD DISTANCE
(OA)	OVERALL
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL
S.F.	SQUARE FEET
( )	DENOTES RECORD INFORMATION
(1)	SHEET NUMBER

NOTES:

1. THE TOTAL AREA OF THIS SUBDIVISION IS 12.15 ACRES +/-, GROSS, CONSISTING OF 71 RESIDENTIAL LOTS.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
3. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE KUHL & ASSOCIATES DATED FEBRUARY 12, 2018; PROJECT NUMBER WKA NO. 11712.02P AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT - ENGINEERING DEPARTMENT FILE #308-876.
4. ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7944", WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7944" WILL BE SET ON THE SIDE LOT LINE 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 7944" WILL BE SET WITH EPOXY TO THE FACE WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AS OFFSET MONUMENT CANNOT BE SET.
6. COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE LOTS SHOWN HEREON ARE RECORDED AS DOCUMENT NO. 2020-0042952 OFFICIAL RECORDS OF PLACER COUNTY.

N

0 50' 100' 200'
SCALE IN FEET

FINAL MAP OF
SIERRA VISTA
VILLAGE KT-5B
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - VILLAGE KT-5A SUBDIVISION NUMBER PL 17-0305", FILED FOR RECORD ON JULY 21, 2020 IN BOOK FF OF MAPS, AT PAGE 3, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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Civil Engineers / Land Surveyors
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APRIL 2021

7310.020

BOOK_____OF MAPS, PAGE_____

SIERRA VISTA – VILLAGE KT–5A
FF MAPS 3

SEE SHEET 4

SEE SHEET 4

LOT 4

LOT 5

SIERRA VISTA
KV SIERRA VISTA, LLC
LARGE LOT SUBDIVISION
EE MAPS 71

CHORD TABLE

#	CHORD BEARING	CHORD LENGTH
CB1	N86°15'09"W	117.91'
CB2	N88°37'57"W	50.02'
CB3	N84°54'26"W	50.22'
CB4	N82°27'15"W	15.80'
CB5	N62°39'21"W	32.49'
CB6	N56°58'53"W	25.60'
CB7	N77°41'10"W	6.56'
CB8	N82°14'10"W	9.39'
CB9	N84°34'54"W	50.28'
CB10	N88°35'53"W	51.90'
CB11	N86°15'09"W	111.49'

SCALE IN FEET
0 20' 40' 80'

FINAL MAP OF
SIERRA VISTA
VILLAGE KT-5B
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - VILLAGE KT-5A SUBDIVISION NUMBER PL 17-0305", FILED FOR RECORD ON JULY 21, 2020 IN BOOK FF OF MAPS, AT PAGE 3, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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APRIL 2021

7310.020

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

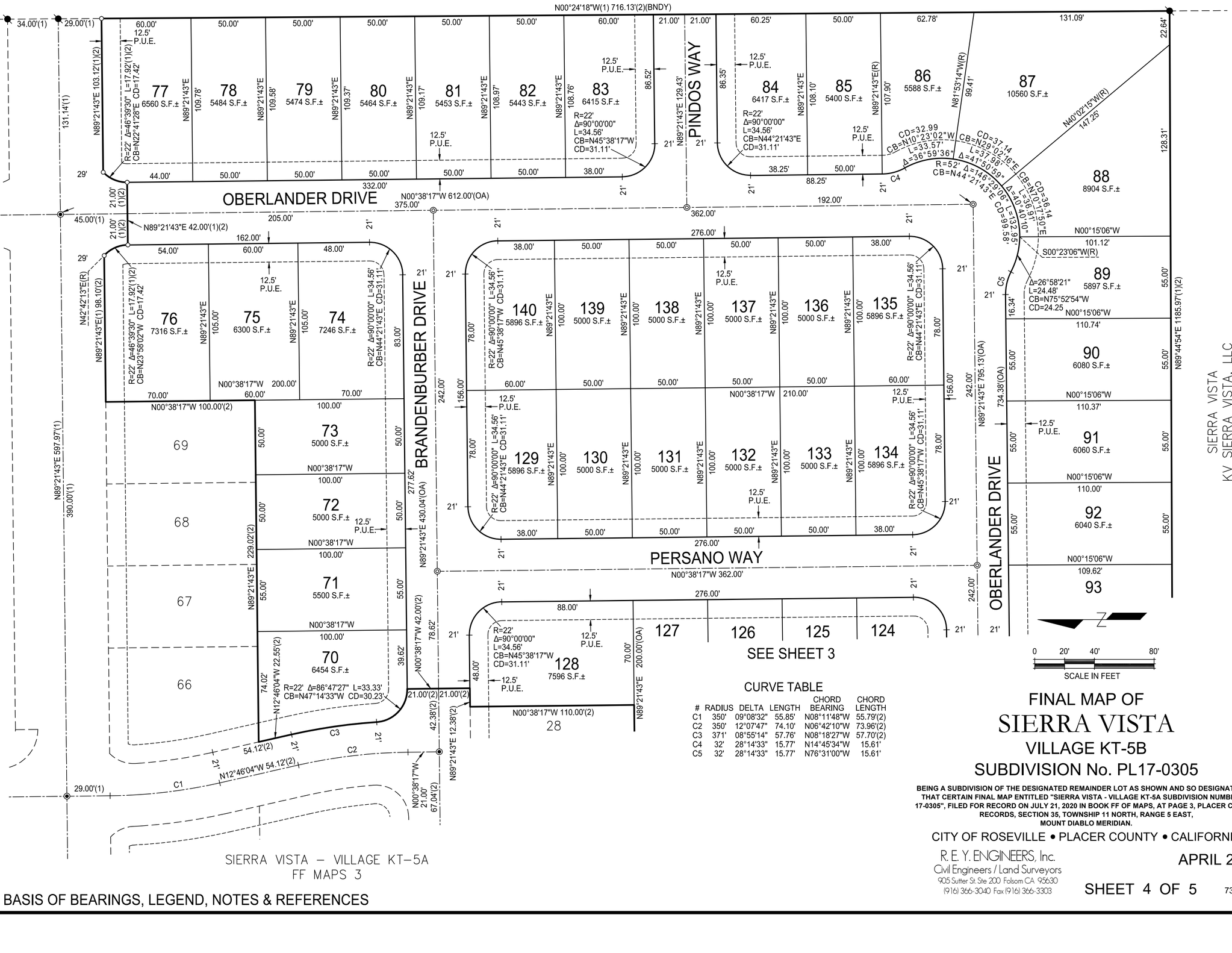
BOOK____ OF MAPS, PAGE____

SIERRA VISTA – KT–3B
EE MAPS 100

SIERRA VISTA–CGB, LARGE LOT SUBDIVISION
LOT 5, EE MAPS 56

SIERRA VISTA – VILLAGE KT–5A
FF MAPS 3

SIERRA VISTA
KV SIERRA VISTA, LLC
LARGE LOT SUBDIVISION
LOT 5
EE MAPS 71



CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	350'	09°08'32"	55.85'	N08°11'48"W	55.79'(2)
C2	350'	12°07'47"	74.10'	N06°42'10"W	73.96'(2)
C3	371'	08°55'14"	57.76'	N08°18'27"W	57.70'(2)
C4	32'	28°14'33"	15.77'	N14°45'34"W	15.61'
C5	32'	28°14'33"	15.77'	N76°31'00"W	15.61'

FINAL MAP OF
SIERRA VISTA
VILLAGE KT-5B
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - VILLAGE KT-5A SUBDIVISION NUMBER PL 17-0305", FILED FOR RECORD ON JULY 21, 2020 IN BOOK FF OF MAPS, AT PAGE 3, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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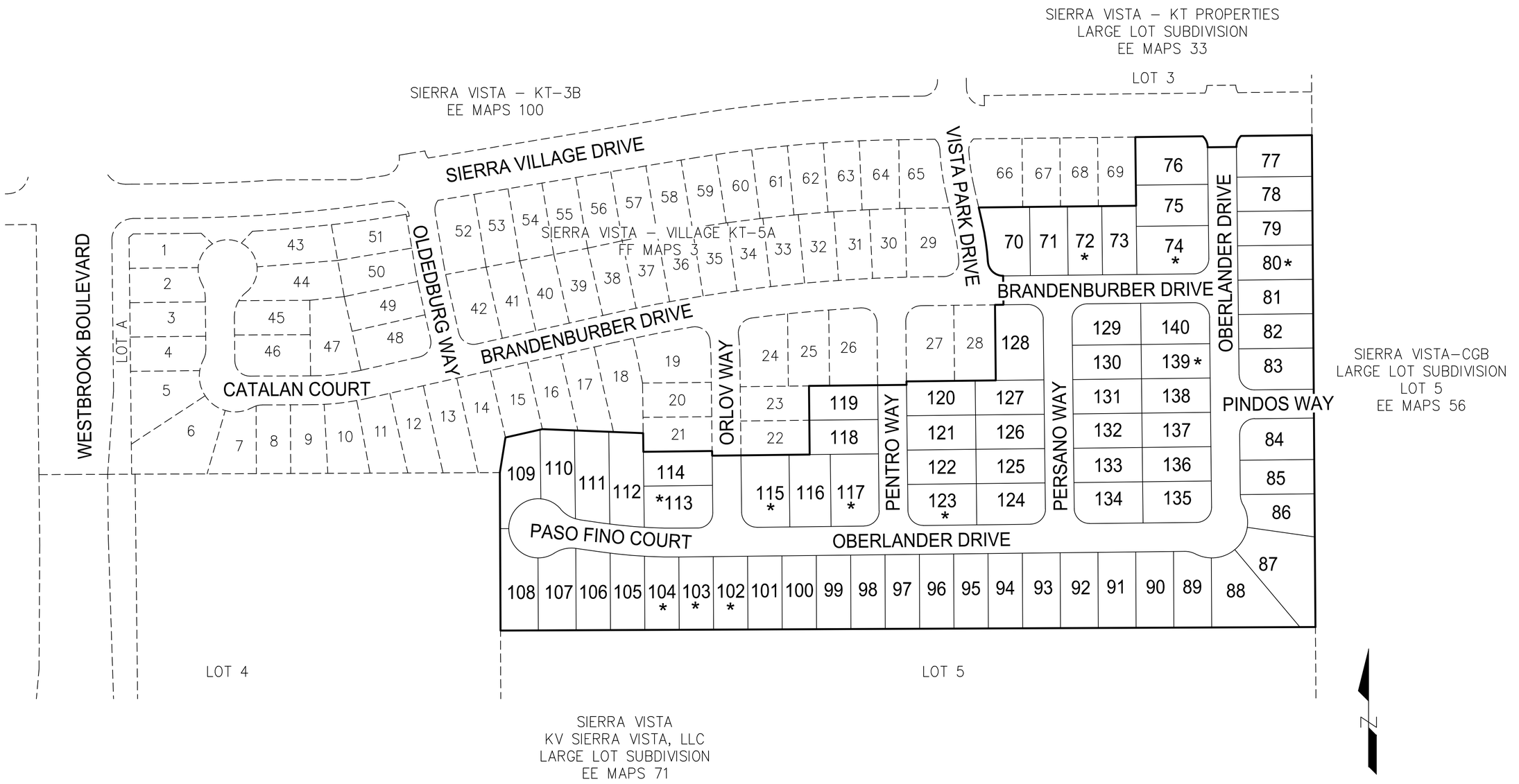
APRIL 2021

7310.020

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

BOOK_____OF MAPS, PAGE_____



ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

FINAL MAP OF
SIERRA VISTA
VILLAGE KT-5B
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - VILLAGE KT-5A SUBDIVISION NUMBER PL 17-0305", FILED FOR RECORD ON JULY 21, 2020 IN BOOK FF OF MAPS, AT PAGE 3, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 5 OF 5

7310.020

COUNCIL COMMUNICATION

CC #: 1323
File #: 0400-04-09-1

Title:	Fiddyment Ranch Phase 3 Backbone - North Hayden Parkway - Notice of Completion
Contact:	Darin Crockett 916-751-9196 dcrockett@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Fiddyment Ranch - Phase 3 Backbone North Hayden Parkway, CWJ#190224, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

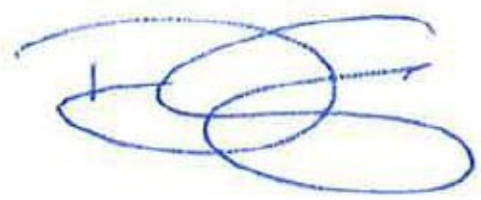
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Darin Crockett, Senior Construction Inspector

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-088

NOC

Exhibit A

Final Map

RESOLUTION NO. 21-088

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddyment Ranch – Phase 3 Backbone North Hayden Parkway, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Fiddyment Ranch – Phase 3 Backbone North Hayden Parkway is hereby approved and the public work accepted.

2. A portion of the right-of-way and easements offered for dedication on the final map of Fiddyment Ranch Phase 3 recorded in Book EE of Maps, Page74 , in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the

_____Project was completed and accepted by the City of Roseville on_____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was_____.

The surety on said project was _____

_____.

_____

Marc Stout

City Engineer
City of Roseville
Owner

ATTEST:

_____

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, Marc Stout, being first duly sworn, depose and say: I am the City Engineer of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

Marc Stout

City Engineer
City of Roseville

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

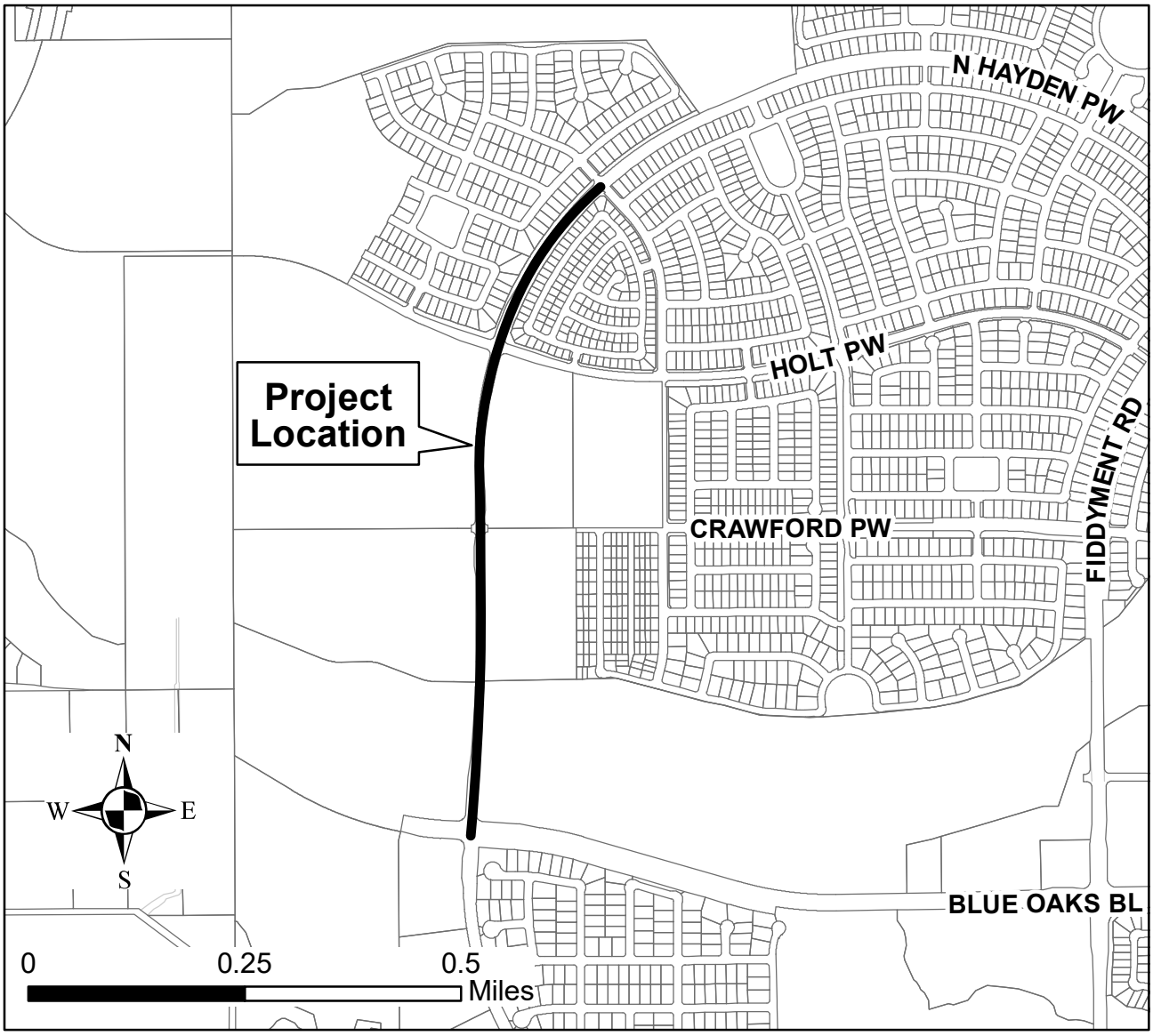
Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2021, Marc Stout proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Fiddyment Ranch Phase 3
Backbone North Hayden Parkway



FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St. Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

SEPTEMBER 2019

Sheet 1 of 10

1027.152

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED IN FEE FOR PUBLIC PURPOSES:

A. LOT 9 AS A PUBLIC PARK.

B. AS PUBLIC RIGHT-OF-WAY, THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "IOD/RW" (IRREVOCABLE OFFER OF DEDICATION OF RIGHT OF WAY).

C. LOTS 1 AND 5 AS PUBLIC OPEN SPACE.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED AS AN EASEMENT FOR PUBLIC PURPOSES:

A. PUBLIC EASEMENTS FOR THE INSTALLATION, CONSTRUCTION AND MAINTENANCE OF, BUT NOT LIMITED TO, WATER, SANITARY SEWER, GAS AND DRAINAGE PIPES; ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, AND FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS "IOD/PUE" (IRREVOCABLE OFFER OF DEDICATION/PUBLIC UTILITY EASEMENT) AND "IOD/RW" (IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY).

B. PUBLIC EASEMENT FOR ACCESS, CONSTRUCTION, AND MAINTENANCE OF TRAIL FACILITIES ON, OVER, AND ACROSS THAT 50 FOOT STRIP OF LAND SHOWN HEREON AND DESIGNATED "TRAIL ESMT" (PUBLIC TRAIL EASEMENT).

C. PUBLIC EASEMENT FOR INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".

D. PUBLIC EASEMENT FOR PEDESTRIAN ACCESS ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PE" (PEDESTRIAN EASEMENT).

THE REAL PROPERTY BELOW IS BEING DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSE:

A. PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER PIPES AND ALL APPURTENANCES THERETO ON, OVER, UNDER, AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED AS "SSE" (SANITARY SEWER EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED FOR PUBLIC PURPOSES:

A. LOT 8 IS HEREBY RESERVED TO BE DEDICATED IN FEE IN THE FUTURE AS A PUBLIC SCHOOL SITE.

ATC REALTY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
DAVID L. ASH
ITS: SENIOR VICE PRESIDENT

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ 9/5/19
MARC STOUT DATE
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____
TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2019

9/9/19
DATE

PROFESSIONAL LAND SURVEYOR TIMOTHY G. BLAIR No. 8278 EXP. 12/31/19 STATE OF CALIFORNIA

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF San Francisco) SS

AUXILIADORA RIOS Notary Public - California San Francisco County Commission # 2188278 My Comm. Expires Mar 25, 2021

ON 28 DAY OF August, 2019 BEFORE ME, Auxiliadora Rios, A NOTARY PUBLIC PERSONALLY APPEARED David L. Ash

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: Auxiliadora Rios

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: San Francisco

MY COMMISSION EXPIRES: March 25, 2021

MY COMMISSION No.: 2188278

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE SANITARY SEWER EASEMENT OFFERED HEREON, BUT HAS REJECTED AT THIS TIME; BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC, ALL IRREVOCABLE OFFERS OF LANDS, RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON, IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND HAS APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION FOR THE RIGHTS-OF-WAY AND PUBLIC UTILITY EASEMENTS LISTED WITHIN NOTE 5 ON SHEET 2.

09/9/19
DATE

CITY CLERK, CITY OF ROSEVILLE
BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 8th DAY OF November, 2019, AT 9:44 A.M. IN BOOK EE OF MAPS, AT PAGE 74, AT THE REQUEST OF WOOD RODGERS, INC.

FEE: $ 110.00 DOCUMENT NO.: 2019-0089384

BY: Ryan Ronco BY: _____
RYAN RONCO DEPUTY RECORDER
COUNTY RECORDER
COUNTY OF PLACER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ATC REALTY ONE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN MAY 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY SEPTEMBER 31, 2021 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR DENNIS L. BARBER EXP:12-31-19 No. 8067 STATE OF CALIFORNIA

_____
DENNIS L. BARBER
P.L.S. 8067 EXP. 12/31/2019

8/27/19
DATE

REFERENCES:

(1)	BB MAPS 24	FINAL MAP OF FIDDYMENT RANCH PHASE 2 – LARGE LOT SUBDIVISION
(2)	DD MAPS 9	FINAL MAP OF FIDDYMENT RANCH PHASE 2 – VILLAGES F-9 &F-19
(3)	DD MAPS 73	FINAL MAP OF FIDDYMENT RANCH PHASE 2 – VILLAGE F-13B1
(4)	2015-0081570	GRANT DEED TO CITY OF ROSEVILLE
(5)	DD MAPS 88	FINAL MAP OF FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF SECTION 13, T.11N., R.5E., M.D.M. SAID BEARING IS TAKEN AS NORTH 89°26'37" EAST PER THE FINAL MAP OF FIDDYMENT RANCH PHASE 2 – LARGE LOT SUBDIVISION, FILED IN BOOK BB OF MAPS, AT PAGE 24, O.R.P.C.

LEGEND

●	FOUND 5/8" REBAR WITH CAP STAMPED "LS 6815" PER DD MAPS 9
◉	FOUND 5/8" REBAR WITH CAP STAMPED "LS 8067" PER DD MAPS 73
▣	FOUND MONUMENT AS DESCRIBED
⌖	FOUND SECTION CORNER AS DESCRIBED
⊕	FOUND QUARTER CORNER AS DESCRIBED
▣	FOUND 5/8" REBAR WITH CAP STAMPED "LS 8067" PER DD MAPS 88
◉	BRASS DISK STAMPED "LS 6046" IN MONUMENT WELL TO BE SET PER BB MAPS 24
◎	FOUND BRASS DISK STAMPED "LS 6046" IN MONUMENT WELL PER AA MAPS 10
◉	FOUND BRASS DISK STAMPED "LS 8067" IN MONUMENT WELL PER DD MAPS 73
●	FOUND BRASS DISK STAMPED "LS 8067" IN MONUMENT WELL
○	SET 5/8" REBAR WITH CAP STAMPED "LS 8067"
(CL)	CENTERLINE DIMENSION
IOD	IRREVOCABLE OFFER OF DEDICATION
N.A.P.O.T.S.	NOT A PART OF THIS SUBDIVISION
(OA)	OVERALL DIMENSION
O.R.P.C.	OFFICIAL RECORDS OF PLACER COUNTY
PE	PEDESTRIAN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
REF	INDICATES REFERENCE NUMBER
RW	RIGHT-OF-WAY
SSE	SANITARY SEWER EASEMENT

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION" SUBDIVISION IS 377.88± ACRES, CONSISTING OF 6 DEVELOPMENT LOTS, 1 PUBLIC PARK LOT, 1 SCHOOL SITE LOT, AND 2 OPEN SPACE LOTS.
5. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY (IOD/RW) AND PUBLIC UTILITY EASEMENTS ARE HEREBY ABANDONED:
   A. THOSE PORTIONS OF THE IOD/RW FOR PRUETT DRIVE AS DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP THAT ARE NOT SHOWN HEREON.
   B. THOSE PORTIONS OF THE RIGHT-OF-WAY FOR HAYDEN PARKWAY AND THE PUBLIC UTILITY EASEMENT ADJACENT THERETO AS DEPICTED ON THE MAP ENTITLED "FIDDYMENT PHASE 2 – LARGE LOT MAP SUBDIVISION". FILED IN BOOK BB OF MAPS, AT PAGE 24, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP THAT ARE NOT SHOWN HEREON.
6. THE FOLLOWING TABLE IS TO RELATE THE LOT NUMBERS SHOWN HEREON TO THAT OF THE APPROVED TENTATIVE MAP AND THE WEST ROSEVILLE SPECIFIC PLAN:

LOT NUMBERING		
FINAL MAP	TENTATIVE MAP	WEST ROSEVILLE SPECIFIC PLAN
1	F-8D	F-8D
2	F-10A-1/F-10A-2/F-10B-1/F-10B-2/F-10C-1/F-10C-2/F-9A	F-10A/F-10B/F-10C/F-9A
3	F-6A-/F-6A-2/F-6B/F-6D	F-6A-/F-6B/F-6D
4	F-6C-1/F-6C-2	F-6C
5	F-8E	F-8E
6	F-8A	F-8A
7	F-8B	F-8B
8	F-7I	F-7I
9	F-5I	F-5I
10	F-11B	F-11B

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T.11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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SEPTEMBER 2019

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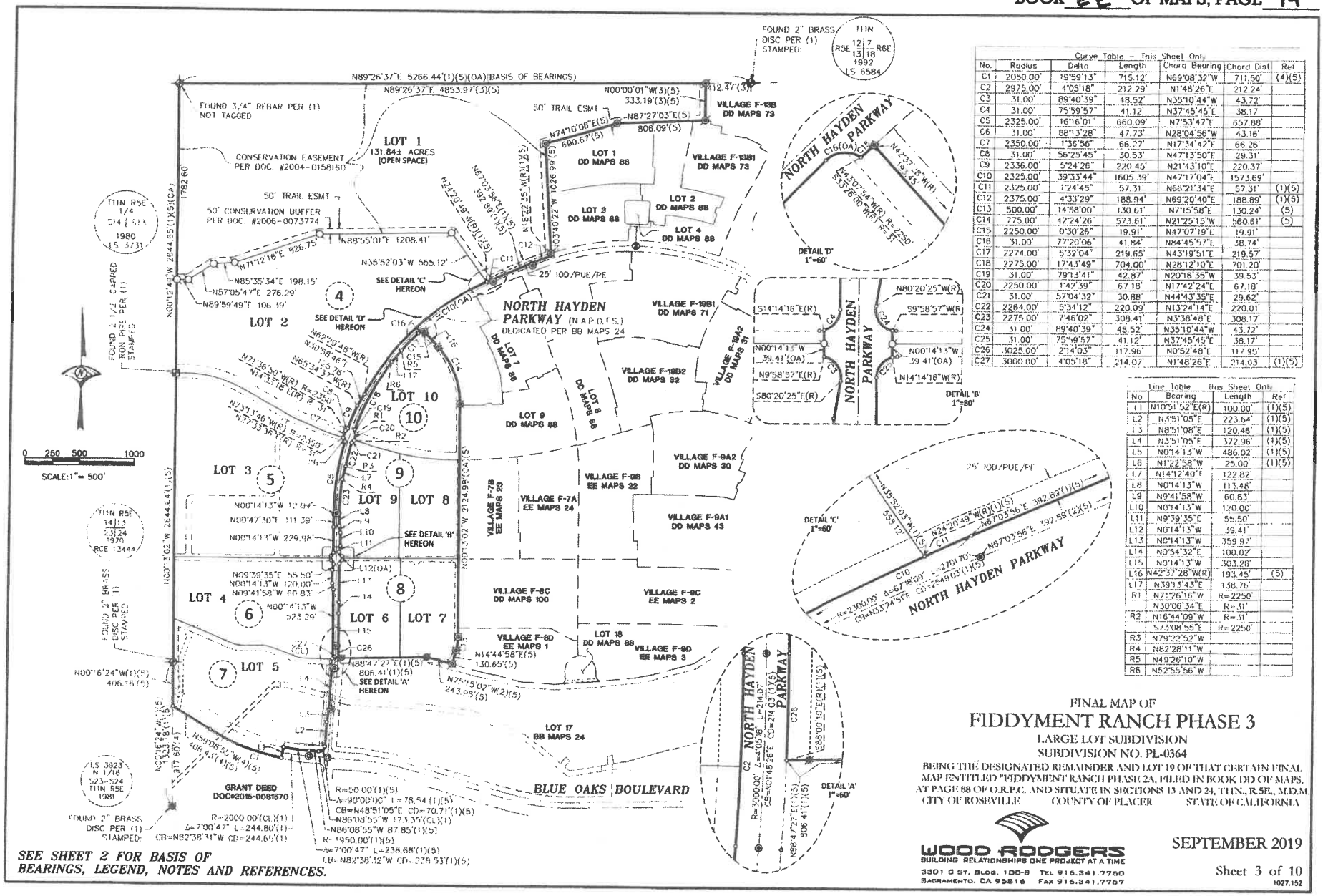

Curve Table – This Sheet Only

No.	Radius	Delta	Length	Chord Bearing	Chord Dist	Ref
C1	2050.00'	19°59'13"	715.12'	N69°08'32"W	711.50'	(4)(5)
C2	2975.00'	4°05'18"	212.29'	N1°48'26"E	212.24'	
C3	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'	
C4	31.00'	75°59'57"	41.12'	N37°45'45"E	38.17'	
C5	2325.00'	16°16'01"	660.09'	N7°53'47"E	657.88'	
C6	31.00'	88°13'28"	47.73'	N28°04'56"W	43.16'	
C7	2350.00'	1°36'56"	66.27'	N17°34'42"E	66.26'	
C8	31.00'	56°25'45"	30.53'	N47°13'50"E	29.31'	
C9	2336.00'	5°24'26"	220.45'	N21°43'10"E	220.37'	
C10	2325.00'	39°33'44"	1605.39'	N47°17'04"E	1573.69'	
C11	2325.00'	1°24'45"	57.31'	N66°21'34"E	57.31'	(1)(5)
C12	2375.00'	4°33'29"	188.94'	N69°20'40"E	188.89'	(1)(5)
C13	500.00'	14°58'00"	130.61'	N7°15'58"E	130.24'	(5)
C14	775.00'	42°24'26"	573.61'	N21°25'15"W	560.61'	(5)
C15	2250.00'	0°30'26"	19.91'	N47°07'19"E	19.91'	
C16	31.00'	77°20'06"	41.84'	N84°45'57"E	38.74'	
C17	2274.00'	5°32'04"	219.65'	N43°19'51"E	219.57'	
C18	2275.00'	17°43'49"	704.00'	N28°12'10"E	701.20'	
C19	31.00'	79°13'41"	42.87'	N20°16'35"W	39.53'	
C20	2250.00'	1°42'39"	67.18'	N17°42'24"E	67.18'	
C21	31.00'	57°04'32"	30.88'	N44°43'35"E	29.62'	
C22	2264.00'	5°34'12"	220.09'	N13°24'14"E	220.01'	
C23	2275.00'	7°46'02"	308.41'	N3°38'48"E	308.17'	
C24	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'	
C25	31.00'	75°59'57"	41.12'	N37°45'45"E	38.17'	
C26	3025.00'	2°14'03"	117.96'	N0°52'48"E	117.95'	
C27	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'	(1)(5)

Line Table – This Sheet Only

No.	Bearing	Length	Ref
L1	N10°51'52"E(R)	100.00'	(1)(5)
L2	N3°51'05"E	223.64'	(1)(5)
L3	N8°51'08"E	120.46'	(1)(5)
L4	N3°51'05"E	372.96'	(1)(5)
L5	N0°14'13"W	486.02'	(1)(5)
L6	N1°22'58"W	25.00'	(1)(5)
L7	N14°12'40"E	122.82'	
L8	N0°14'13"W	113.46'	
L9	N9°41'58"W	60.83'	
L10	N0°14'13"W	120.00'	
L11	N9°39'35"E	55.50'	
L12	N0°14'13"W	39.41'	
L13	N0°14'13"W	359.92'	
L14	N0°54'32"E	100.02'	
L15	N0°14'13"W	303.28'	
L16	N42°37'28"W(R)	193.45'	(5)
L17	N39°13'43"E	138.76'	
R1	N7°26'16"W	R=2250'	
	N30°06'34"E	R=51'	
R2	N16°44'09"W	R=31'	
	S73°08'55"E	R=2250'	
R3	N79°22'52"W		
R4	N82°28'11"W		
R5	N49°26'10"W		
R6	N52°55'56"W		

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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SEPTEMBER 2019

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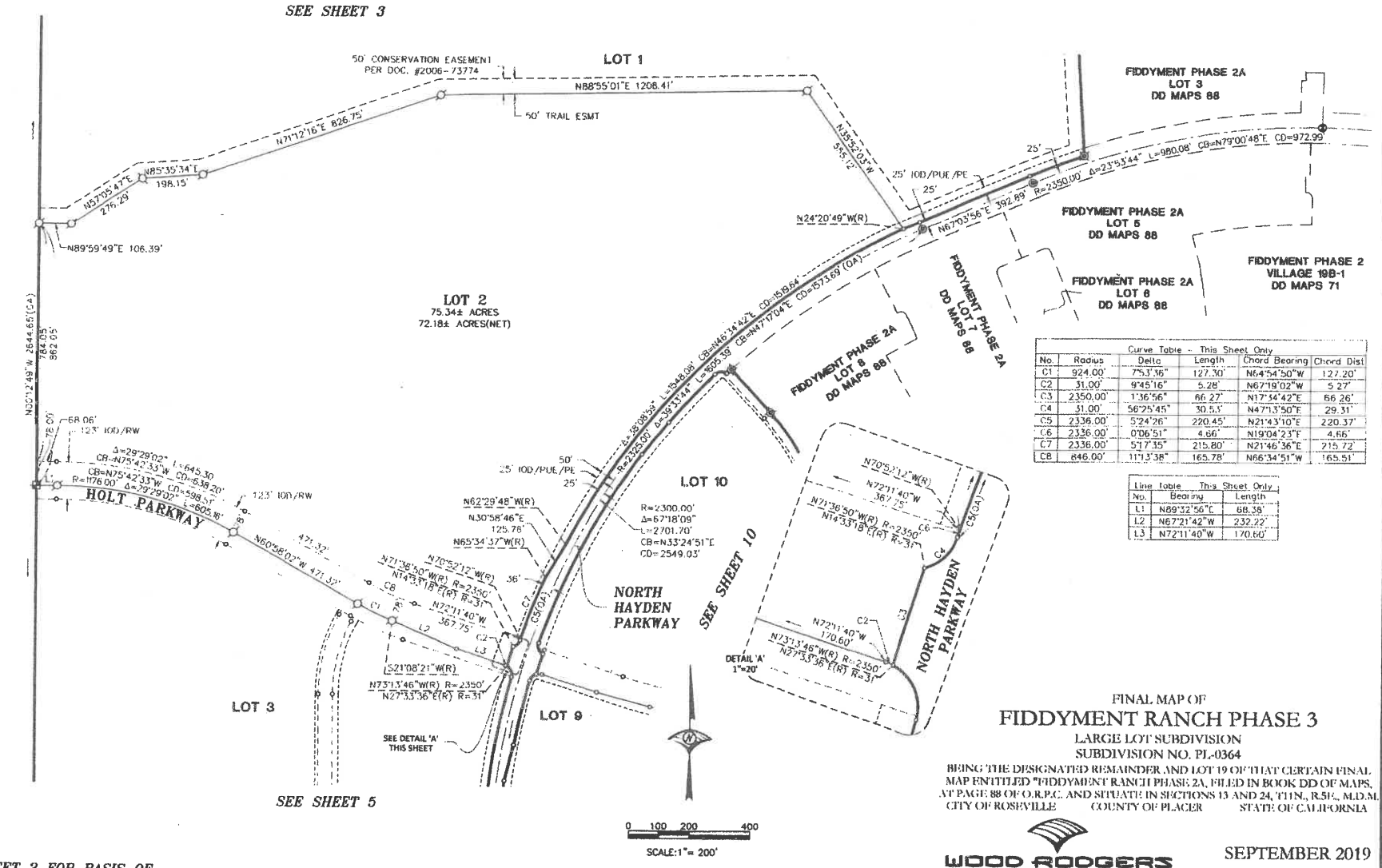

Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	924.00'	7°53'36"	127.30'	N64°54'50"W	127.20'
C2	31.00'	9°45'16"	5.28'	N67°19'02"W	5.27'
C3	2350.00'	1°36'56"	66.27'	N17°34'42"E	66.26'
C4	31.00'	56°25'45"	30.53'	N47°13'50"E	29.31'
C5	2336.00'	5°24'26"	220.45'	N21°43'10"E	220.37'
C6	2336.00'	0°06'51"	4.66'	N19°04'23"E	4.66'
C7	2336.00'	5°17'35"	215.80'	N21°46'36"E	215.72'
C8	846.00'	11°13'38"	165.78'	N66°34'51"W	165.51'

Line Table - This Sheet Only		
No.	Bearing	Length
L1	N89°32'56"E	68.38'
L2	N67°21'42"W	232.22'
L3	N72°11'40"W	170.60'

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

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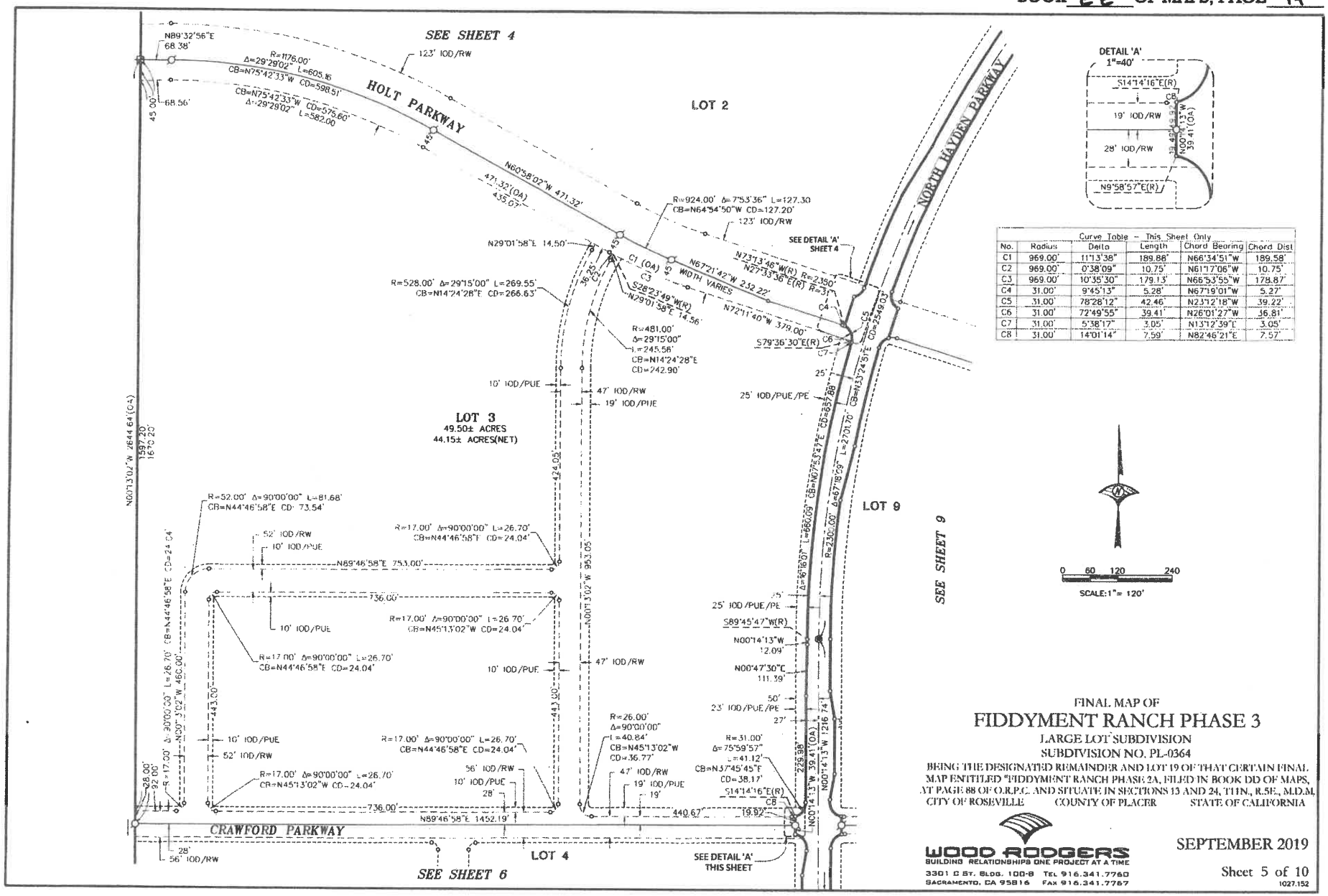
BOOK EE OF MAPS, PAGE 74



Curve Table – This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	969.00'	11°13'38"	189.86'	N66°34'51"W	189.58'
C2	969.00'	0°38'09"	10.75'	N61°17'06"W	10.75'
C3	969.00'	10°35'30"	179.13'	N66°53'55"W	178.87'
C4	31.00'	9°45'13"	5.28'	N67°19'01"W	5.27'
C5	31.00'	78°28'12"	42.46'	N23°12'18"W	39.22'
C6	31.00'	72°49'55"	39.41'	N26°01'27"W	36.81'
C7	31.00'	5°38'17"	3.05'	N13°12'39"E	3.05'
C8	31.00'	14°01'14"	7.59'	N82°46'21"E	7.57'

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.

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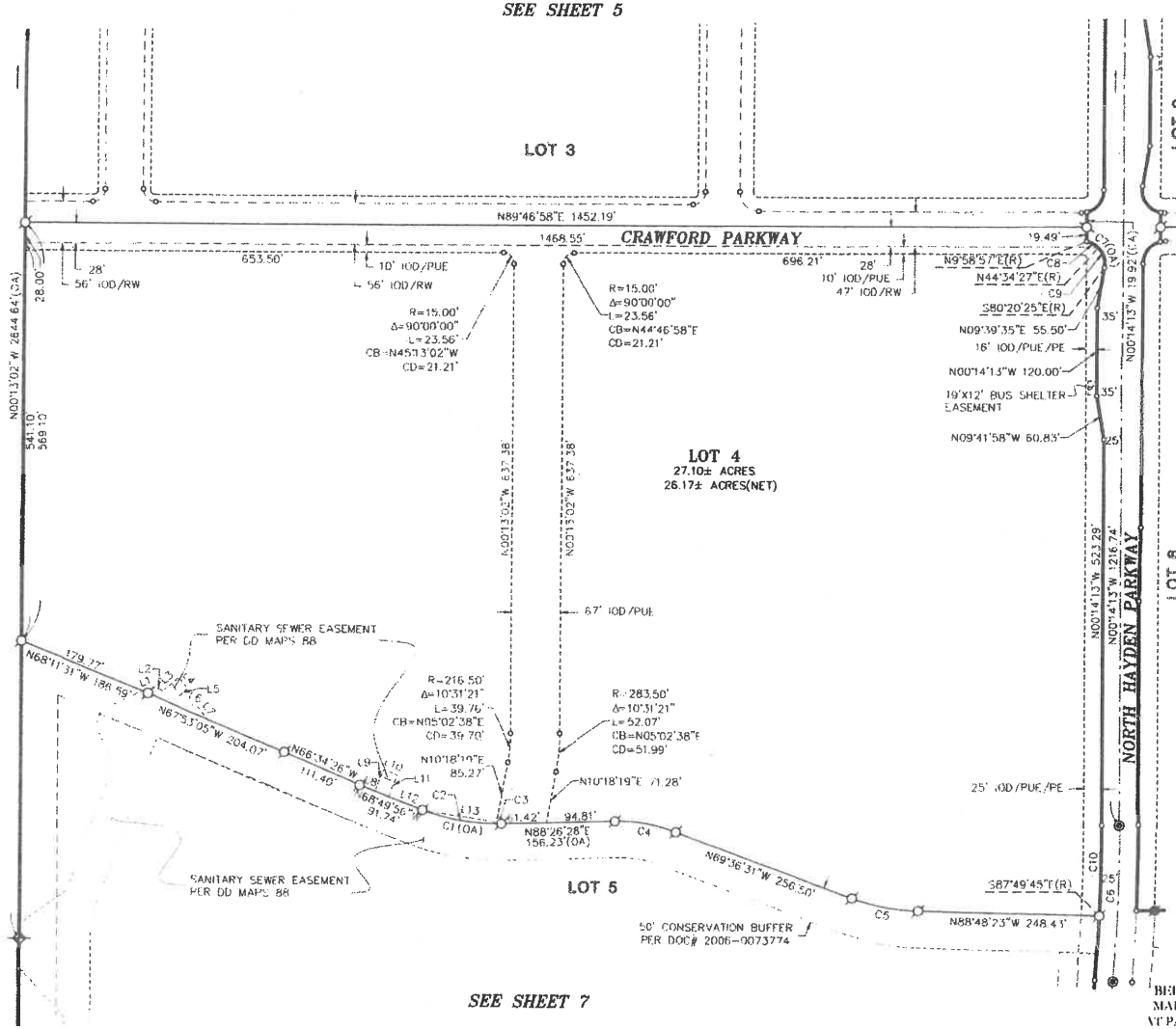

Curve Table – This Sheet Only

No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	276.00'	22°43'36"	109.48'	N80°11'44"W	108.76'
C2	276.00'	21°16'07"	102.45'	N79°27'59"W	101.87'
C3	276.00'	1°27'29"	7.02'	N89°10'13"E	7.02'
C4	224.00'	21°57'01"	85.82'	N80°35'01"W	85.29'
C5	276.00'	19°11'52"	92.48'	N79°12'27"W	92.05'
C6	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'
C7	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'
C8	31.00'	34°35'30"	18.72'	N62°43'18"W	18.43'
C9	31.00'	55°05'09"	29.80'	N17°52'59"W	28.67'
C10	2975.00'	2°24'28"	125.02'	N0°58'01"E	125.01'

Line Table – This Sheet Only

No.	Bearing	Length
L1	N67°13'35"E	14.94'
L2	N67°12'28"W	15.12'
L3	N49°13'48"E	28.23'
L4	N40°46'12"W	20.00'
L5	N49°13'48"E	18.29'
L6	N67°12'28"W	31.78'
L7	N37°52'25"W	19.37'
L8	N68°49'56"W	22.57'
L9	N22°17'31"E	32.20'
L10	N67°42'29"W	20.00'
L11	N22°17'31"E	31.81'
L12	N68°52'41"W	54.06'
L13	N81°14'31"W	109.32'

0 40 80 160
SCALE:1"= 80'

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
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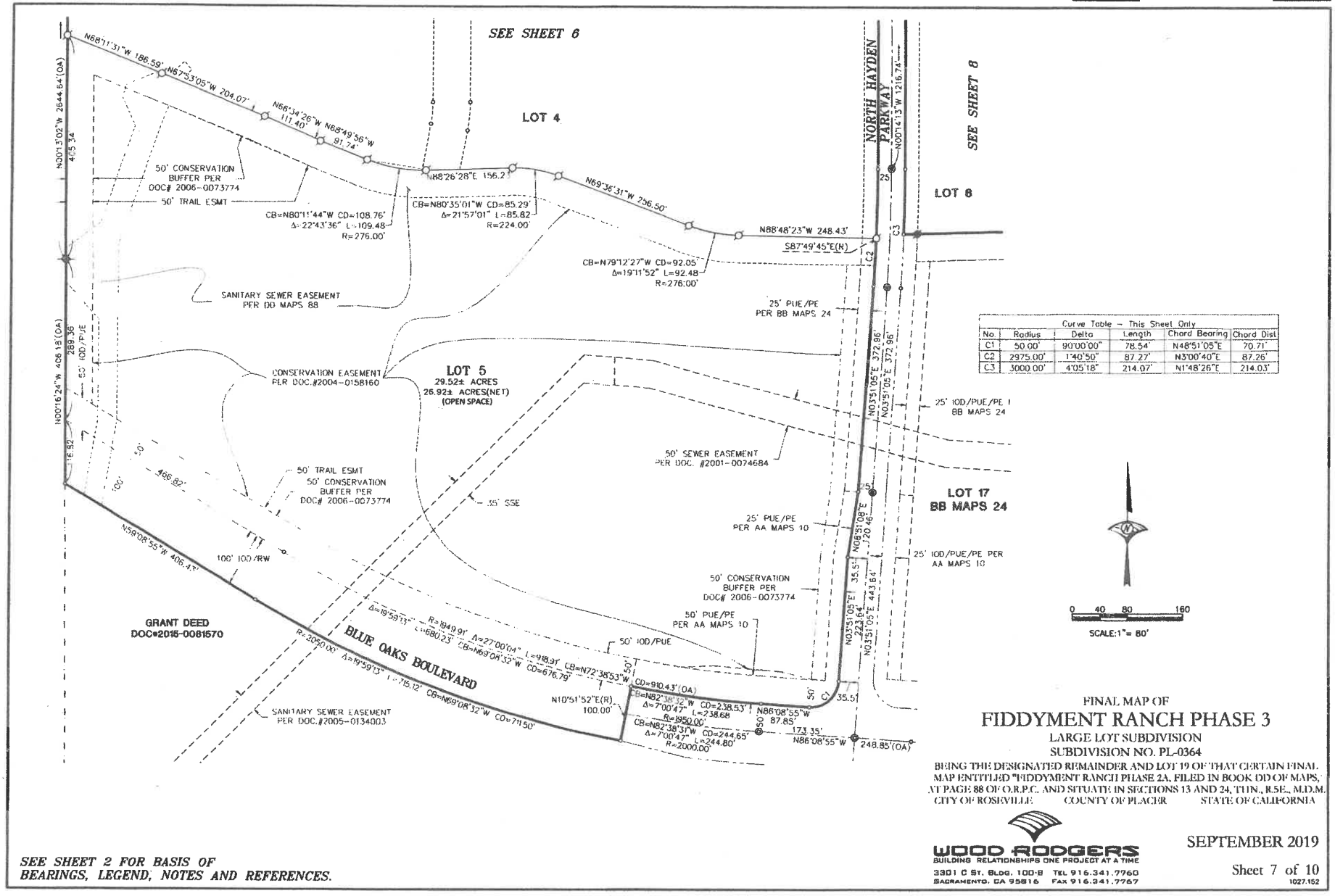

Curve Table – This Sheet Only

No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	50.00'	90°00'00"	78.54'	N48°51'05"E	70.71'
C2	2975.00'	1°40'50"	87.27'	N3°00'40"E	87.26'
C3	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

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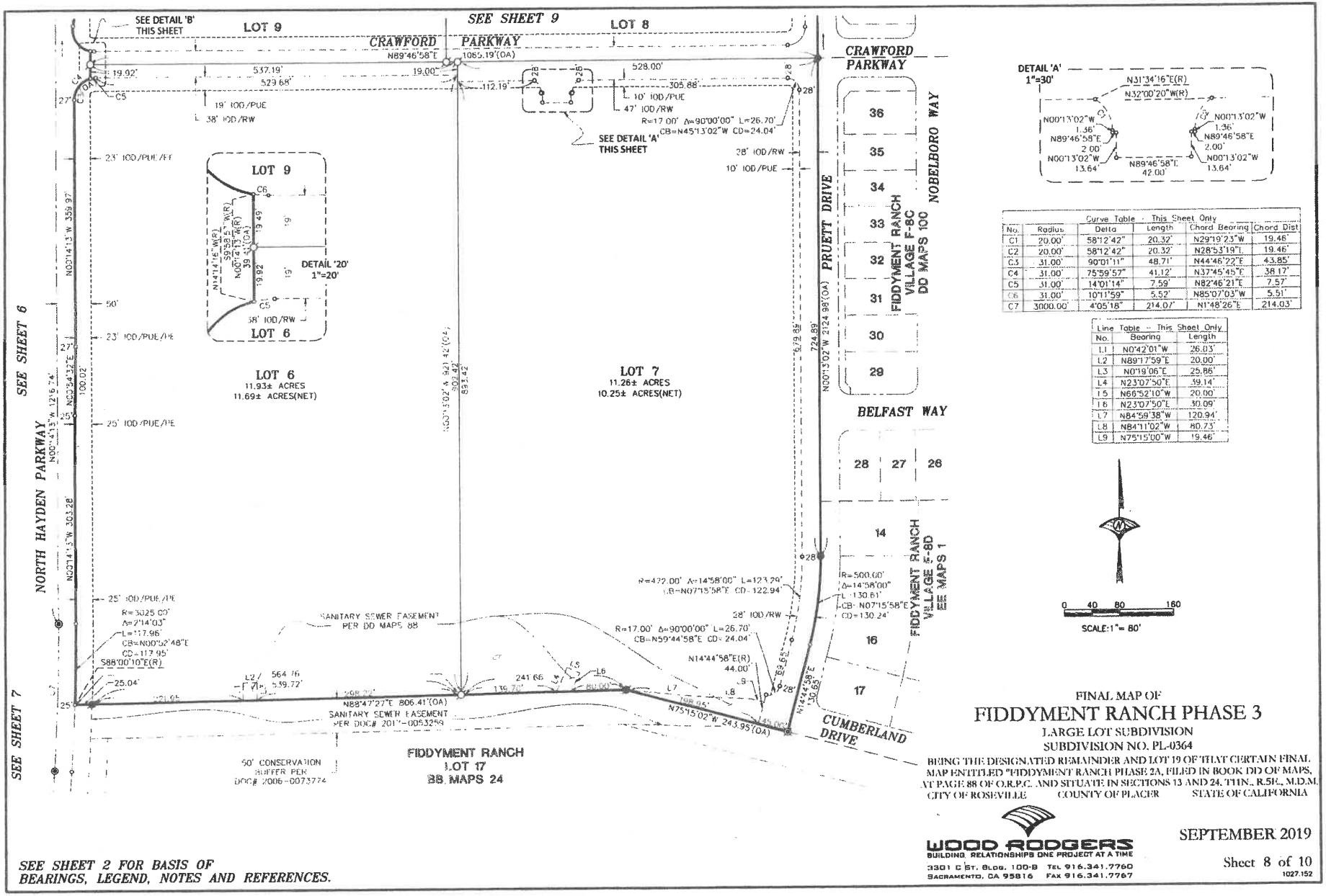


DETAIL 'A' 1"=30'

Curve Table - This Sheet Only

No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	20.00'	58°12'42"	20.32'	N29°19'23"W	19.46'
C2	20.00'	58°12'42"	20.32'	N28°53'19"E	19.46'
C3	31.00'	90°01'11"	48.71'	N44°46'22"E	43.85'
C4	31.00'	75°59'57"	41.12'	N37°45'45"E	38.17'
C5	31.00'	14°01'14"	7.59'	N82°46'21"E	7.57'
C6	31.00'	10°11'59"	5.52'	N85°07'03"W	5.51'
C7	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'

Line Table - This Sheet Only

No.	Bearing	Length
L1	N0°42'01"W	26.03'
L2	N89°17'59"E	20.00'
L3	N0°19'06"E	25.86'
L4	N23°07'50"E	39.14'
L5	N66°52'10"W	20.00'
L6	N23°07'50"E	30.09'
L7	N84°59'38"W	120.94'
L8	N84°11'02"W	80.73'
L9	N75°15'00"W	19.46'

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

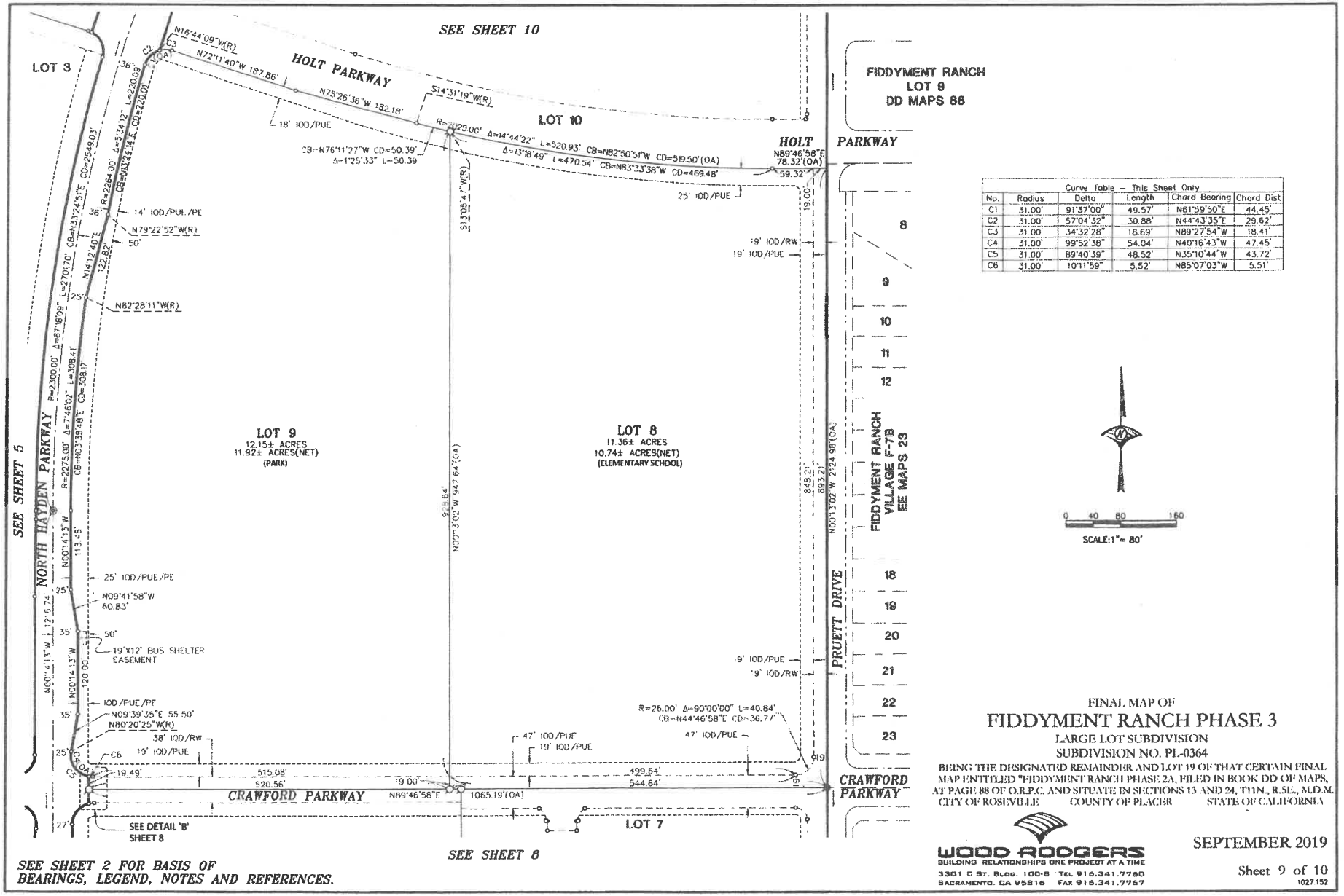
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St. Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

SEPTEMBER 2019

1027.152



Curve Table – This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	31.00'	91°37'00"	49.57'	N61°59'50"E	44.45'
C2	31.00'	57°04'32"	30.88'	N44°43'35"E	29.62'
C3	31.00'	34°32'28"	18.69'	N89°27'54"W	18.41'
C4	31.00'	99°52'38"	54.04'	N40°16'43"W	47.45'
C5	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'
C6	31.00'	10°11'59"	5.52'	N85°07'03"W	5.51'

0 40 80 160

SCALE:1"= 80'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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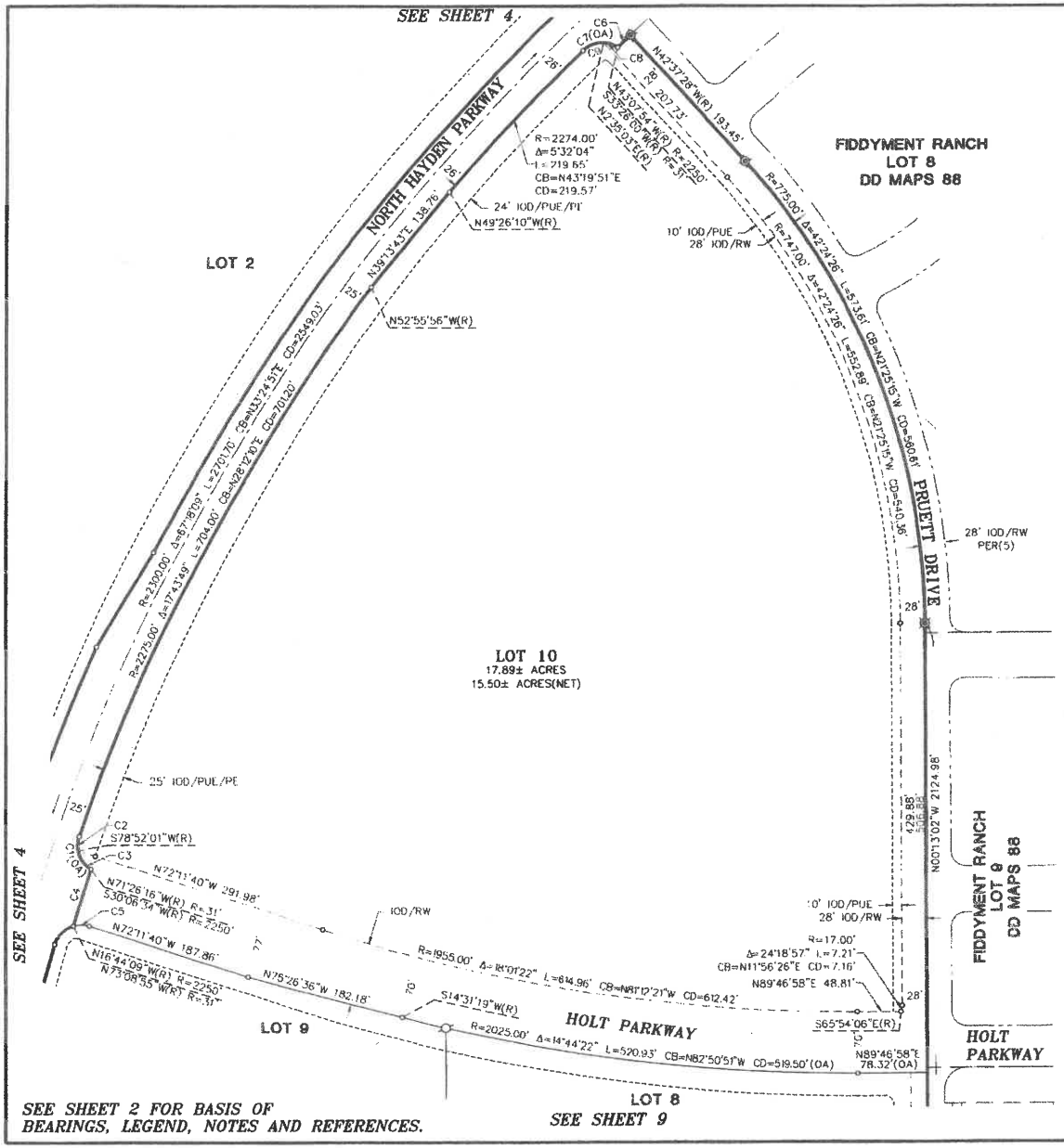

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

Curve Table - This Sheet Only

No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	31.00'	79°13'41"	42.87'	N20°16'35"W	39.53'
C2	31.00'	30°28'14"	16.49'	N4°06'08"E	16.29'
C3	31.00'	48°45'27"	26.38'	N35°30'42"W	25.59'
C4	2250.00'	1°42'39"	67.18'	N17°42'24"E	67.18'
C5	31.00'	34°32'28"	18.69'	N89°27'54"W	18.41'
C6	2250.00'	0°30'26"	19.91'	N47°07'19"E	19.91'
C7	31.00'	77°20'06"	41.84'	N84°45'57"E	38.74'
C8	31.00'	30°50'57"	16.69'	N71°59'29"W	16.49'
C9	31.00'	46°29'10"	25.15'	N69°20'28"E	24.47'

0 40 80 160

SCALE:1"= 80'

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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SEPTEMBER 2019

Sheet 10 of 10

1027.152

COUNCIL COMMUNICATION

CC #: 1324
File #: 0400-04-09-1

Title:	Fiddyment Ranch Phase 3 - Hayden Parkway Bridge - Notice of Completion
Contact:	Darin Crockett 916-751-9196 dcrockett@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Fiddyment Ranch - Phase 3 Hayden Parkway Bridge, CWJ# 190199, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

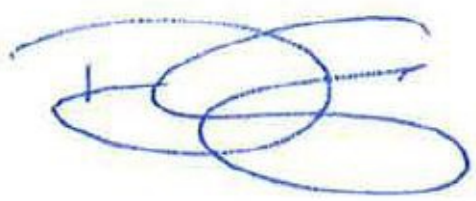
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Darin Crockett, Senior Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-089

NOC

Exhibit A

Final Map

RESOLUTION NO. 21-089

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddyment Ranch – Phase 3 Hayden Parkway Bridge PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Fiddyment Ranch – Phase 3 Hayden Parkway Bridge is hereby approved and the public work accepted.

2. A portion of the right-of-way and easements offered for dedication on the final map of Fiddyment Ranch Phase 3 recorded in Book EE of Maps, Page 74 , in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Fiddyment Ranch – Phase 3 Hayden Parkway Bridge
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the

_____Project was completed and accepted by the City of Roseville on_____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was_____.

The surety on said project was _____

_____.

_____

Marc Stout

City Engineer
City of Roseville
Owner

ATTEST:

_____

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, Marc Stout, being first duly sworn, depose and say: I am the City Engineer of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

Marc Stout

City Engineer
City of Roseville

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

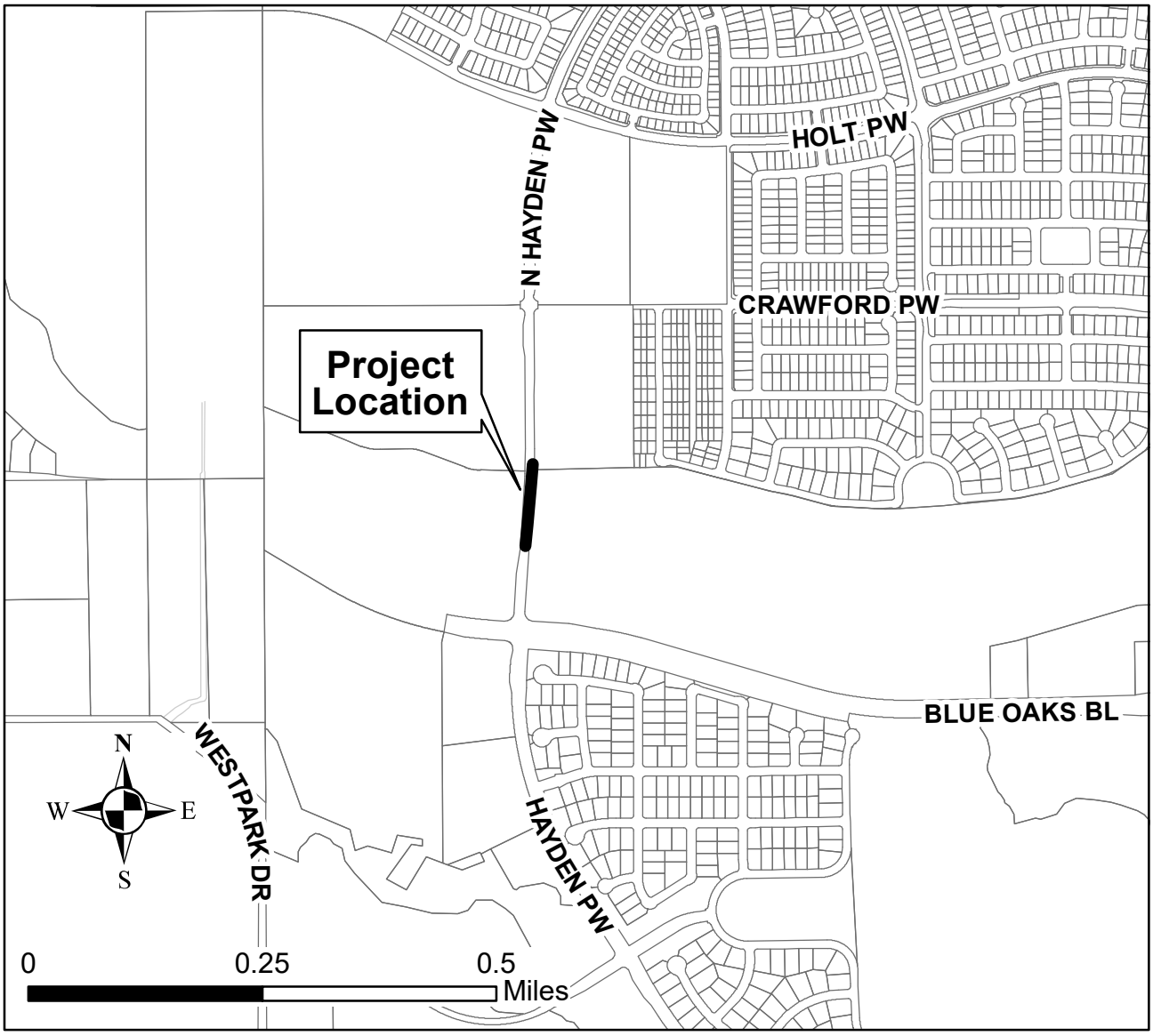
Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2021, Marc Stout proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Fiddyment Ranch - Phase 3
Hayden Parkway Bridge



FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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3301 C St. Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

SEPTEMBER 2019

Sheet 1 of 10

1027.152

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED IN FEE FOR PUBLIC PURPOSES:

A. LOT 9 AS A PUBLIC PARK.

B. AS PUBLIC RIGHT-OF-WAY, THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "IOD/RW" (IRREVOCABLE OFFER OF DEDICATION OF RIGHT OF WAY).

C. LOTS 1 AND 5 AS PUBLIC OPEN SPACE.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED AS AN EASEMENT FOR PUBLIC PURPOSES:

A. PUBLIC EASEMENTS FOR THE INSTALLATION, CONSTRUCTION AND MAINTENANCE OF, BUT NOT LIMITED TO, WATER, SANITARY SEWER, GAS AND DRAINAGE PIPES; ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, AND FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS "IOD/PUE" (IRREVOCABLE OFFER OF DEDICATION/PUBLIC UTILITY EASEMENT) AND "IOD/RW" (IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY).

B. PUBLIC EASEMENT FOR ACCESS, CONSTRUCTION, AND MAINTENANCE OF TRAIL FACILITIES ON, OVER, AND ACROSS THAT 50 FOOT STRIP OF LAND SHOWN HEREON AND DESIGNATED "TRAIL ESMT" (PUBLIC TRAIL EASEMENT).

C. PUBLIC EASEMENT FOR INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".

D. PUBLIC EASEMENT FOR PEDESTRIAN ACCESS ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PE" (PEDESTRIAN EASEMENT).

THE REAL PROPERTY BELOW IS BEING DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSE:

A. PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER PIPES AND ALL APPURTENANCES THERETO ON, OVER, UNDER, AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED AS "SSE" (SANITARY SEWER EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED FOR PUBLIC PURPOSES:

A. LOT 8 IS HEREBY RESERVED TO BE DEDICATED IN FEE IN THE FUTURE AS A PUBLIC SCHOOL SITE.

ATC REALTY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
DAVID L. ASH
ITS: SENIOR VICE PRESIDENT

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ 9/5/19
MARC STOUT DATE
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____
TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2019

9/9/19
DATE

PROFESSIONAL LAND SURVEYOR TIMOTHY G. BLAIR No. 8278 EXP. 12/31/19 STATE OF CALIFORNIA

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF San Francisco) SS

AUXILIADORA RIOS Notary Public - California San Francisco County Commission # 2188278 My Comm. Expires Mar 25, 2021

ON 28 DAY OF August, 2019 BEFORE ME, Auxiliadora Rios, A NOTARY PUBLIC PERSONALLY APPEARED David L. Ash

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: Auxiliadora Rios

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: San Francisco

MY COMMISSION EXPIRES: March 25, 2021

MY COMMISSION No.: 2188278

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE SANITARY SEWER EASEMENT OFFERED HEREON, BUT HAS REJECTED AT THIS TIME; BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC, ALL IRREVOCABLE OFFERS OF LANDS, RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON, IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND HAS APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION FOR THE RIGHTS-OF-WAY AND PUBLIC UTILITY EASEMENTS LISTED WITHIN NOTE 5 ON SHEET 2.

09/9/19
DATE

CITY CLERK, CITY OF ROSEVILLE
BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 8th DAY OF November, 2019, AT 9:44 A.M. IN BOOK EE OF MAPS, AT PAGE 74, AT THE REQUEST OF WOOD RODGERS, INC.

FEE: $ 110.00 DOCUMENT NO.: 2019-0089384

BY: Ryan Ronco BY: _____
RYAN RONCO DEPUTY RECORDER
COUNTY RECORDER
COUNTY OF PLACER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ATC REALTY ONE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN MAY 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY SEPTEMBER 31, 2021 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR DENNIS L. BARBER EXP:12-31-19 No. 8067 STATE OF CALIFORNIA

_____
DENNIS L. BARBER
P.L.S. 8067 EXP. 12/31/2019

8/27/19
DATE

REFERENCES:

(1)	BB MAPS 24	FINAL MAP OF FIDDYMENT RANCH PHASE 2 – LARGE LOT SUBDIVISION
(2)	DD MAPS 9	FINAL MAP OF FIDDYMENT RANCH PHASE 2 – VILLAGES F-9 &F-19
(3)	DD MAPS 73	FINAL MAP OF FIDDYMENT RANCH PHASE 2 – VILLAGE F-13B1
(4)	2015-0081570	GRANT DEED TO CITY OF ROSEVILLE
(5)	DD MAPS 88	FINAL MAP OF FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF SECTION 13, T.11N., R.5E., M.D.M. SAID BEARING IS TAKEN AS NORTH 89°26'37" EAST PER THE FINAL MAP OF FIDDYMENT RANCH PHASE 2 – LARGE LOT SUBDIVISION, FILED IN BOOK BB OF MAPS, AT PAGE 24, O.R.P.C.

LEGEND

●	FOUND 5/8" REBAR WITH CAP STAMPED "LS 6815" PER DD MAPS 9
◉	FOUND 5/8" REBAR WITH CAP STAMPED "LS 8067" PER DD MAPS 73
▣	FOUND MONUMENT AS DESCRIBED
⌖	FOUND SECTION CORNER AS DESCRIBED
⊕	FOUND QUARTER CORNER AS DESCRIBED
▣	FOUND 5/8" REBAR WITH CAP STAMPED "LS 8067" PER DD MAPS 88
◉	BRASS DISK STAMPED "LS 6046" IN MONUMENT WELL TO BE SET PER BB MAPS 24
◎	FOUND BRASS DISK STAMPED "LS 6046" IN MONUMENT WELL PER AA MAPS 10
◉	FOUND BRASS DISK STAMPED "LS 8067" IN MONUMENT WELL PER DD MAPS 73
●	FOUND BRASS DISK STAMPED "LS 8067" IN MONUMENT WELL
○	SET 5/8" REBAR WITH CAP STAMPED "LS 8067"
(CL)	CENTERLINE DIMENSION
IOD	IRREVOCABLE OFFER OF DEDICATION
N.A.P.O.T.S.	NOT A PART OF THIS SUBDIVISION
(OA)	OVERALL DIMENSION
O.R.P.C.	OFFICIAL RECORDS OF PLACER COUNTY
PE	PEDESTRIAN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
REF	INDICATES REFERENCE NUMBER
RW	RIGHT-OF-WAY
SSE	SANITARY SEWER EASEMENT

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION" SUBDIVISION IS 377.88± ACRES, CONSISTING OF 6 DEVELOPMENT LOTS, 1 PUBLIC PARK LOT, 1 SCHOOL SITE LOT, AND 2 OPEN SPACE LOTS.
5. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY (IOD/RW) AND PUBLIC UTILITY EASEMENTS ARE HEREBY ABANDONED:
   A. THOSE PORTIONS OF THE IOD/RW FOR PRUETT DRIVE AS DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP THAT ARE NOT SHOWN HEREON.
   B. THOSE PORTIONS OF THE RIGHT-OF-WAY FOR HAYDEN PARKWAY AND THE PUBLIC UTILITY EASEMENT ADJACENT THERETO AS DEPICTED ON THE MAP ENTITLED "FIDDYMENT PHASE 2 – LARGE LOT MAP SUBDIVISION". FILED IN BOOK BB OF MAPS, AT PAGE 24, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP THAT ARE NOT SHOWN HEREON.
6. THE FOLLOWING TABLE IS TO RELATE THE LOT NUMBERS SHOWN HEREON TO THAT OF THE APPROVED TENTATIVE MAP AND THE WEST ROSEVILLE SPECIFIC PLAN:

LOT NUMBERING		
FINAL MAP	TENTATIVE MAP	WEST ROSEVILLE SPECIFIC PLAN
1	F-8D	F-8D
2	F-10A-1/F-10A-2/F-10B-1/F-10B-2/F-10C-1/F-10C-2/F-9A	F-10A/F-10B/F-10C/F-9A
3	F-6A-/F-6A-2/F-6B/F-6D	F-6A-/F-6B/F-6D
4	F-6C-1/F-6C-2	F-6C
5	F-8E	F-8E
6	F-8A	F-8A
7	F-8B	F-8B
8	F-7I	F-7I
9	F-5I	F-5I
10	F-11B	F-11B

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T.11N., R.5E., M.D.M.
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SEPTEMBER 2019

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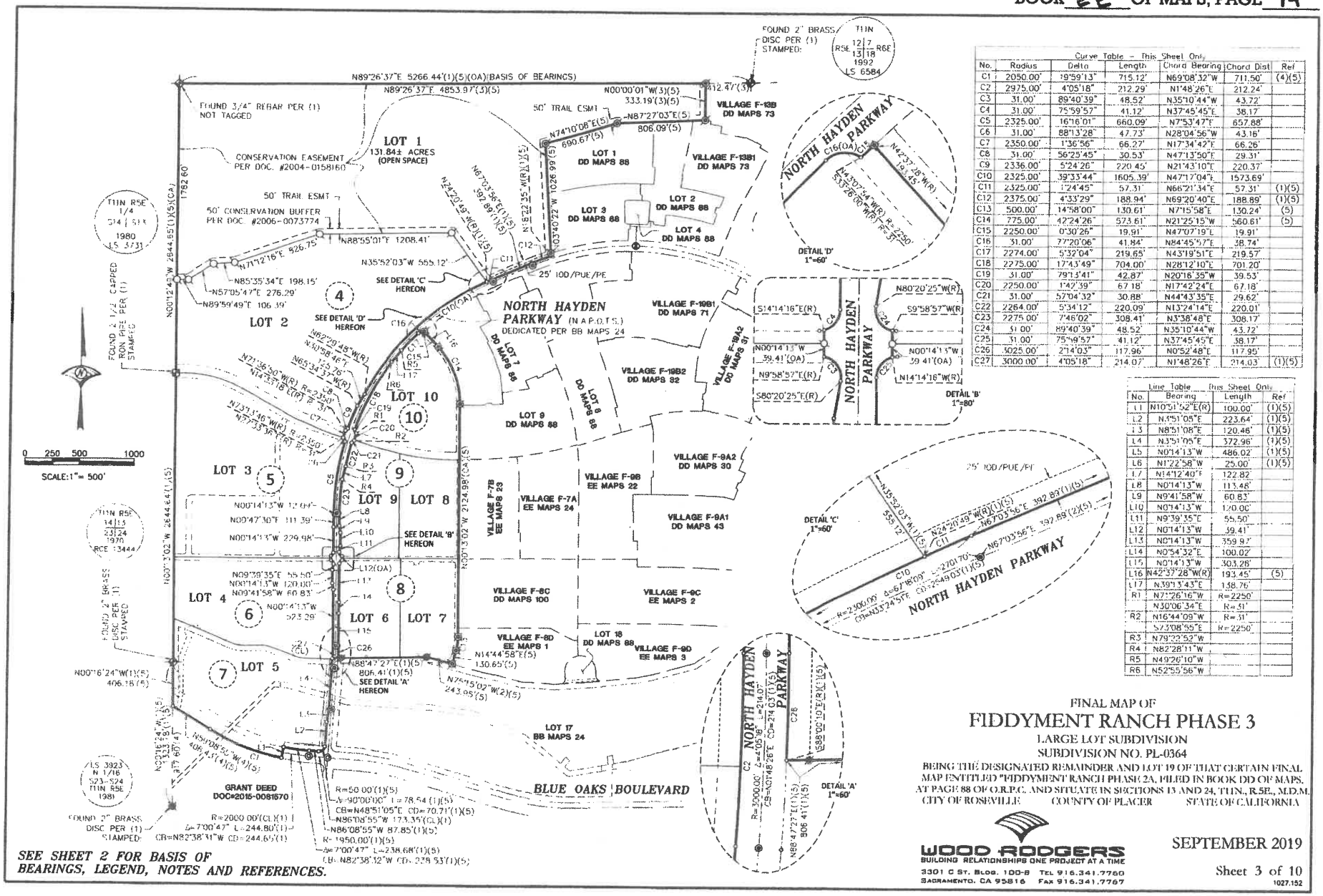

Curve Table – This Sheet Only

No.	Radius	Delta	Length	Chord Bearing	Chord Dist	Ref
C1	2050.00'	19°59'13"	715.12'	N69°08'32"W	711.50'	(4)(5)
C2	2975.00'	4°05'18"	212.29'	N1°48'26"E	212.24'	
C3	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'	
C4	31.00'	75°59'57"	41.12'	N37°45'45"E	38.17'	
C5	2325.00'	16°16'01"	660.09'	N7°53'47"E	657.88'	
C6	31.00'	88°13'28"	47.73'	N28°04'56"W	43.16'	
C7	2350.00'	1°36'56"	66.27'	N17°34'42"E	66.26'	
C8	31.00'	56°25'45"	30.53'	N47°13'50"E	29.31'	
C9	2336.00'	5°24'26"	220.45'	N21°43'10"E	220.37'	
C10	2325.00'	39°33'44"	1605.39'	N47°17'04"E	1573.69'	
C11	2325.00'	1°24'45"	57.31'	N66°21'34"E	57.31'	(1)(5)
C12	2375.00'	4°33'29"	188.94'	N69°20'40"E	188.89'	(1)(5)
C13	500.00'	14°58'00"	130.61'	N7°15'58"E	130.24'	(5)
C14	775.00'	42°24'26"	573.61'	N21°25'15"W	560.61'	(5)
C15	2250.00'	0°30'26"	19.91'	N47°07'19"E	19.91'	
C16	31.00'	77°20'06"	41.84'	N84°45'57"E	38.74'	
C17	2274.00'	5°32'04"	219.65'	N43°19'51"E	219.57'	
C18	2275.00'	17°43'49"	704.00'	N28°12'10"E	701.20'	
C19	31.00'	79°13'41"	42.87'	N20°16'35"W	39.53'	
C20	2250.00'	1°42'39"	67.18'	N17°42'24"E	67.18'	
C21	31.00'	57°04'32"	30.88'	N44°43'35"E	29.62'	
C22	2264.00'	5°34'12"	220.09'	N13°24'14"E	220.01'	
C23	2275.00'	7°46'02"	308.41'	N3°38'48"E	308.17'	
C24	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'	
C25	31.00'	75°59'57"	41.12'	N37°45'45"E	38.17'	
C26	3025.00'	2°14'03"	117.96'	N0°52'48"E	117.95'	
C27	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'	(1)(5)

Line Table – This Sheet Only

No.	Bearing	Length	Ref
L1	N10°51'52"E(R)	100.00'	(1)(5)
L2	N3°51'05"E	223.64'	(1)(5)
L3	N8°51'08"E	120.46'	(1)(5)
L4	N3°51'05"E	372.96'	(1)(5)
L5	N0°14'13"W	486.02'	(1)(5)
L6	N1°22'58"W	25.00'	(1)(5)
L7	N14°12'40"E	122.82'	
L8	N0°14'13"W	113.46'	
L9	N9°41'58"W	60.83'	
L10	N0°14'13"W	120.00'	
L11	N9°39'35"E	55.50'	
L12	N0°14'13"W	39.41'	
L13	N0°14'13"W	359.92'	
L14	N0°54'32"E	100.02'	
L15	N0°14'13"W	303.28'	
L16	N42°37'28"W(R)	193.45'	(5)
L17	N39°13'43"E	138.76'	
R1	N7°26'16"W	R=2250'	
	N30°06'34"E	R=51'	
R2	N16°44'09"W	R=31'	
	S73°08'55"E	R=2250'	
R3	N79°22'52"W		
R4	N82°28'11"W		
R5	N49°26'10"W		
R6	N52°55'56"W		

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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3301 C St. Bldg. 100-B Tel 916.341.7760
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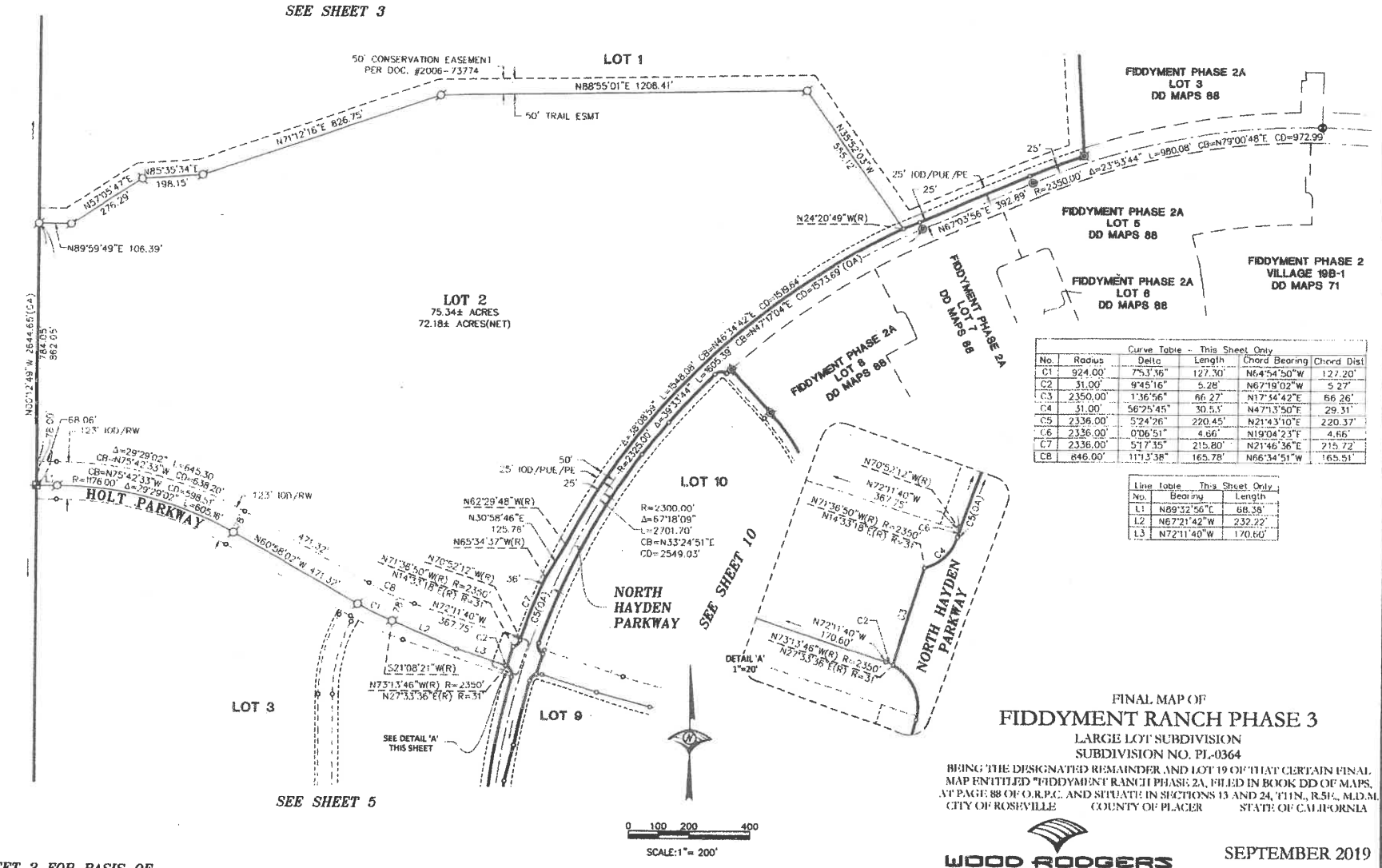
SEPTEMBER 2019

1027.152



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	924.00'	7°53'36"	127.30'	N64°54'50"W	127.20'
C2	31.00'	9°45'16"	5.28'	N67°19'02"W	5.27'
C3	2350.00'	1°36'56"	66.27'	N17°34'42"E	66.26'
C4	31.00'	56°25'45"	30.53'	N47°13'50"E	29.31'
C5	2336.00'	5°24'26"	220.45'	N21°43'10"E	220.37'
C6	2336.00'	0°06'51"	4.66'	N19°04'23"E	4.66'
C7	2336.00'	5°17'35"	215.80'	N21°46'36"E	215.72'
C8	846.00'	11°13'38"	165.78'	N66°34'51"W	165.51'

Line Table - This Sheet Only		
No.	Bearing	Length
L1	N89°32'56"E	68.38'
L2	N67°21'42"W	232.22'
L3	N72°11'40"W	170.60'

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

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SEPTEMBER 2019

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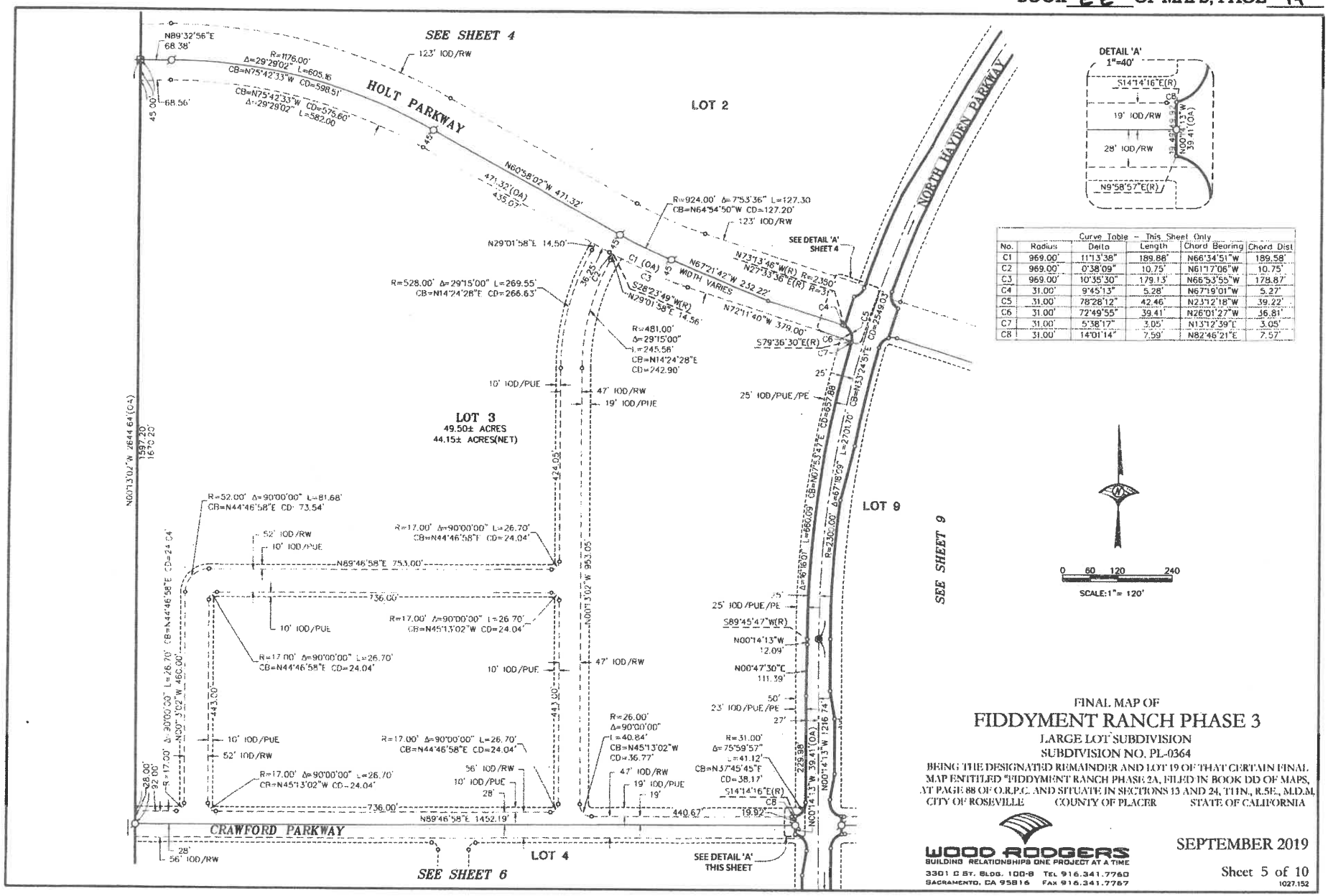
BOOK EE OF MAPS, PAGE 74



Curve Table – This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	969.00'	11°13'38"	189.86'	N66°34'51"W	189.58'
C2	969.00'	0°38'09"	10.75'	N61°17'06"W	10.75'
C3	969.00'	10°35'30"	179.13'	N66°53'55"W	178.87'
C4	31.00'	9°45'13"	5.28'	N67°19'01"W	5.27'
C5	31.00'	78°28'12"	42.46'	N23°12'18"W	39.22'
C6	31.00'	72°49'55"	39.41'	N26°01'27"W	36.81'
C7	31.00'	5°38'17"	3.05'	N13°12'39"E	3.05'
C8	31.00'	14°01'14"	7.59'	N82°46'21"E	7.57'

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL-0364

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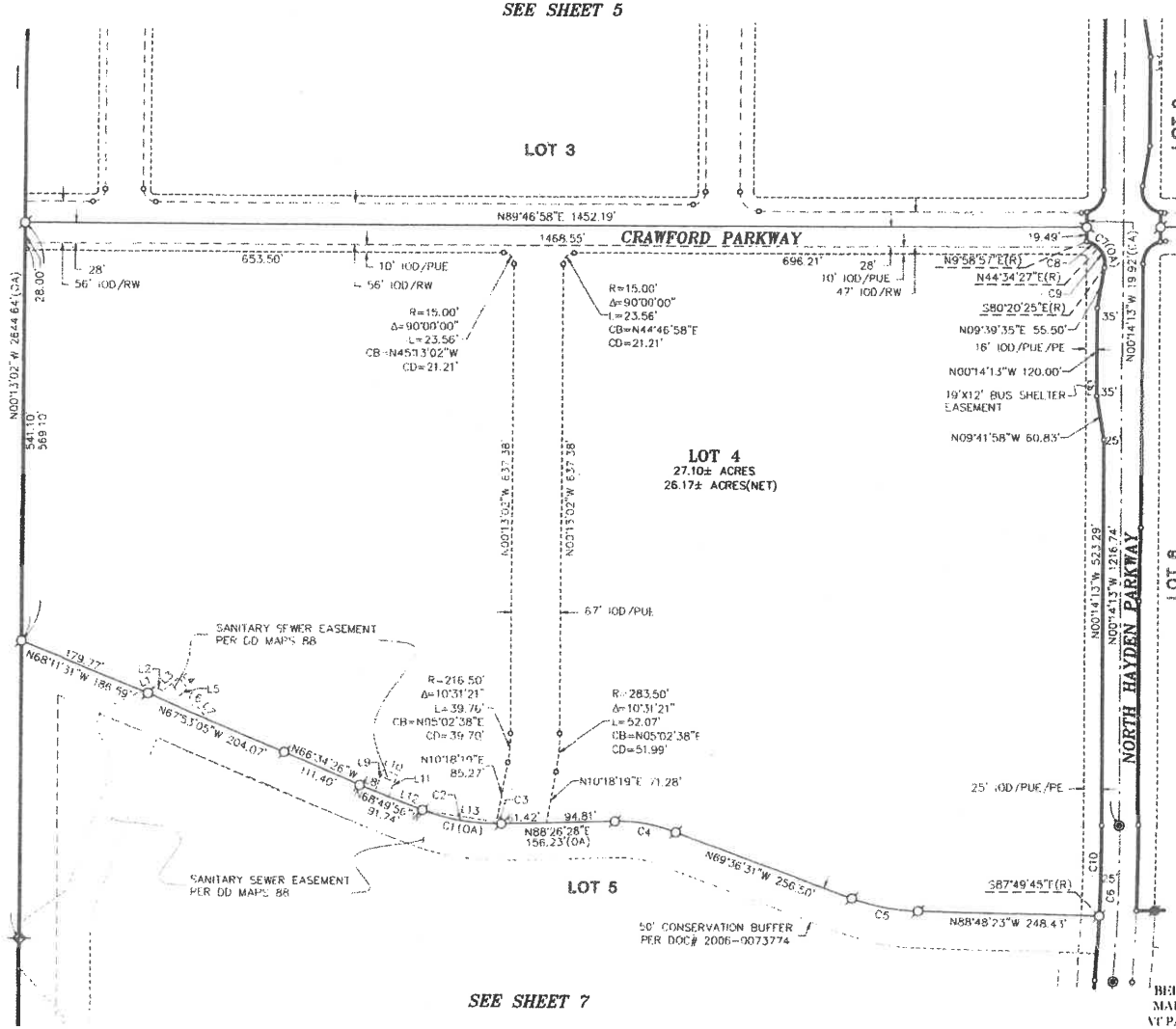

Curve Table – This Sheet Only

No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	276.00'	22°43'36"	109.48'	N80°11'44"W	108.76'
C2	276.00'	21°16'07"	102.45'	N79°27'59"W	101.87'
C3	276.00'	1°27'29"	7.02'	N89°10'13"E	7.02'
C4	224.00'	21°57'01"	85.82'	N80°35'01"W	85.29'
C5	276.00'	19°11'52"	92.48'	N79°12'27"W	92.05'
C6	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'
C7	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'
C8	31.00'	34°35'30"	18.72'	N62°43'18"W	18.43'
C9	31.00'	55°05'09"	29.80'	N17°52'59"W	28.67'
C10	2975.00'	2°24'28"	125.02'	N0°58'01"E	125.01'

Line Table – This Sheet Only

No.	Bearing	Length
L1	N67°13'35"E	14.94'
L2	N67°12'28"W	15.12'
L3	N49°13'48"E	28.23'
L4	N40°46'12"W	20.00'
L5	N49°13'48"E	18.29'
L6	N67°12'28"W	31.78'
L7	N37°52'25"W	19.37'
L8	N68°49'56"W	22.57'
L9	N22°17'31"E	32.20'
L10	N67°42'29"W	20.00'
L11	N22°17'31"E	31.81'
L12	N68°52'41"W	54.06'
L13	N81°14'31"W	109.32'

0 40 80 160
SCALE:1"= 80'

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

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SEPTEMBER 2019

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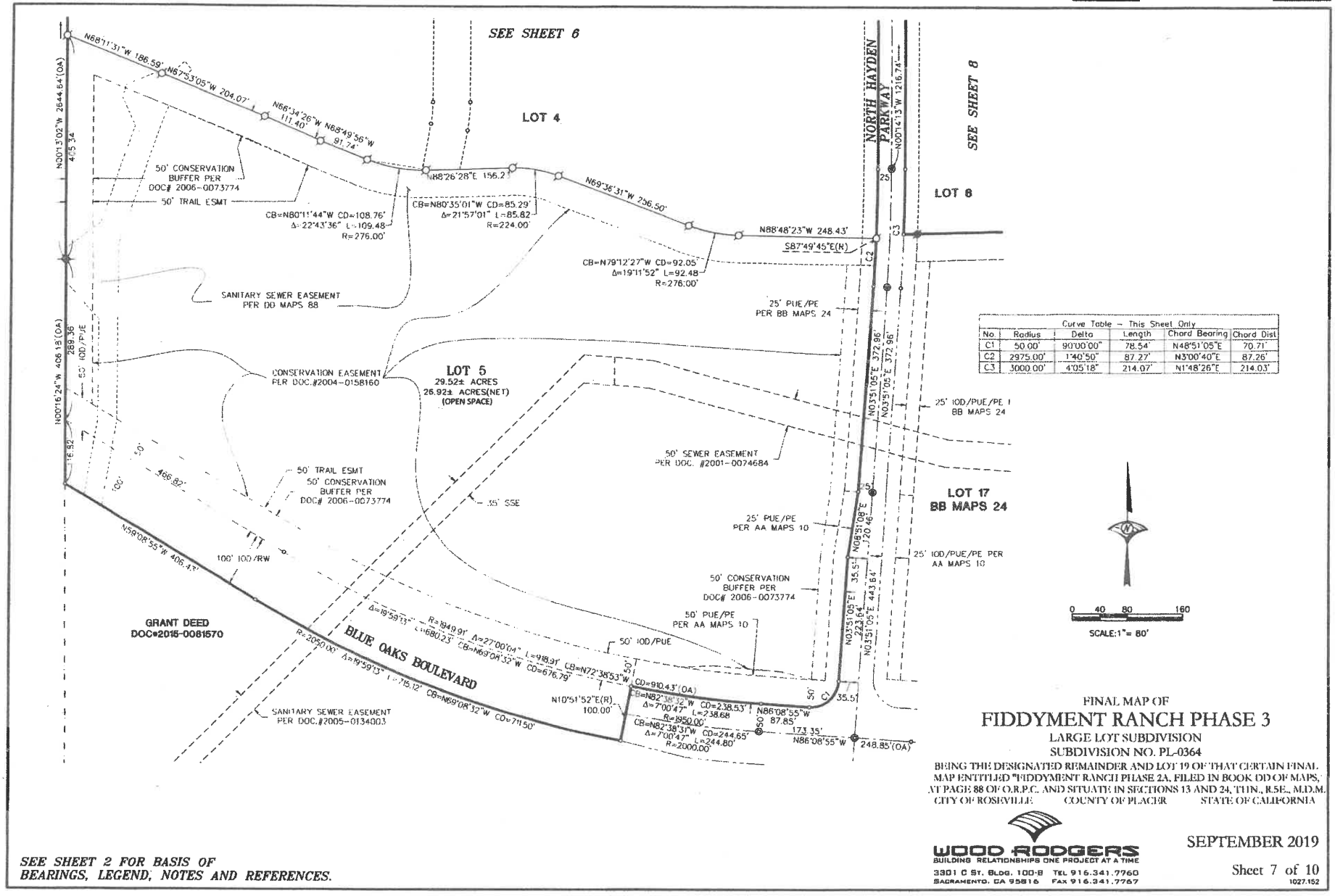

Curve Table – This Sheet Only

No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	50.00'	90°00'00"	78.54'	N48°51'05"E	70.71'
C2	2975.00'	1°40'50"	87.27'	N3°00'40"E	87.26'
C3	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

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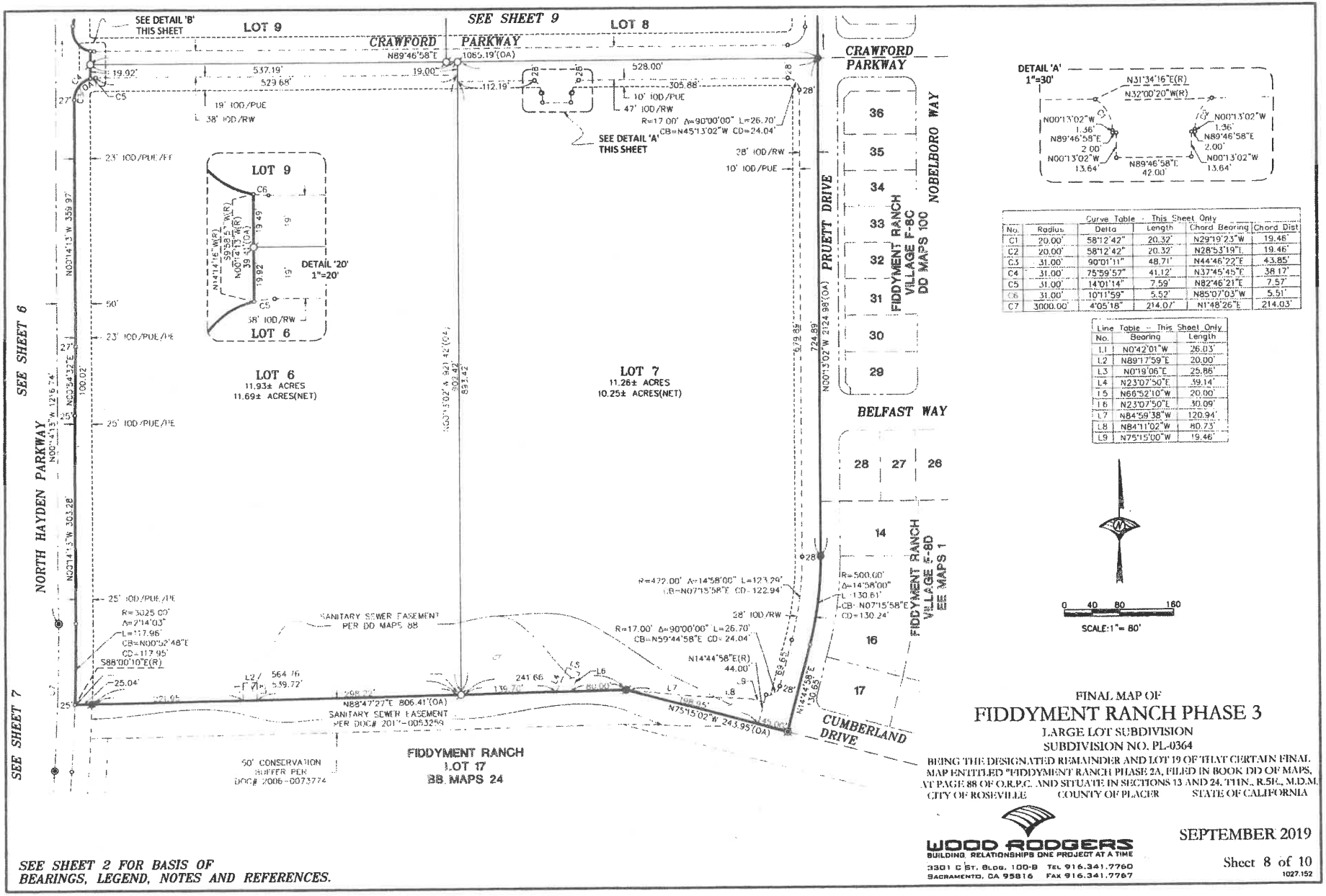

DETAIL 'A' 1"=30'

Curve Table - This Sheet Only

No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	20.00'	58°12'42"	20.32'	N29°19'23"W	19.46'
C2	20.00'	58°12'42"	20.32'	N28°53'19"E	19.46'
C3	31.00'	90°01'11"	48.71'	N44°46'22"E	43.85'
C4	31.00'	75°59'57"	41.12'	N37°45'45"E	38.17'
C5	31.00'	14°01'14"	7.59'	N82°46'21"E	7.57'
C6	31.00'	10°11'59"	5.52'	N85°07'03"W	5.51'
C7	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'

Line Table - This Sheet Only

No.	Bearing	Length
L1	N0°42'01"W	26.03'
L2	N89°17'59"E	20.00'
L3	N0°19'06"E	25.86'
L4	N23°07'50"E	39.14'
L5	N66°52'10"W	20.00'
L6	N23°07'50"E	30.09'
L7	N84°59'38"W	120.94'
L8	N84°11'02"W	80.73'
L9	N75°15'00"W	19.46'

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

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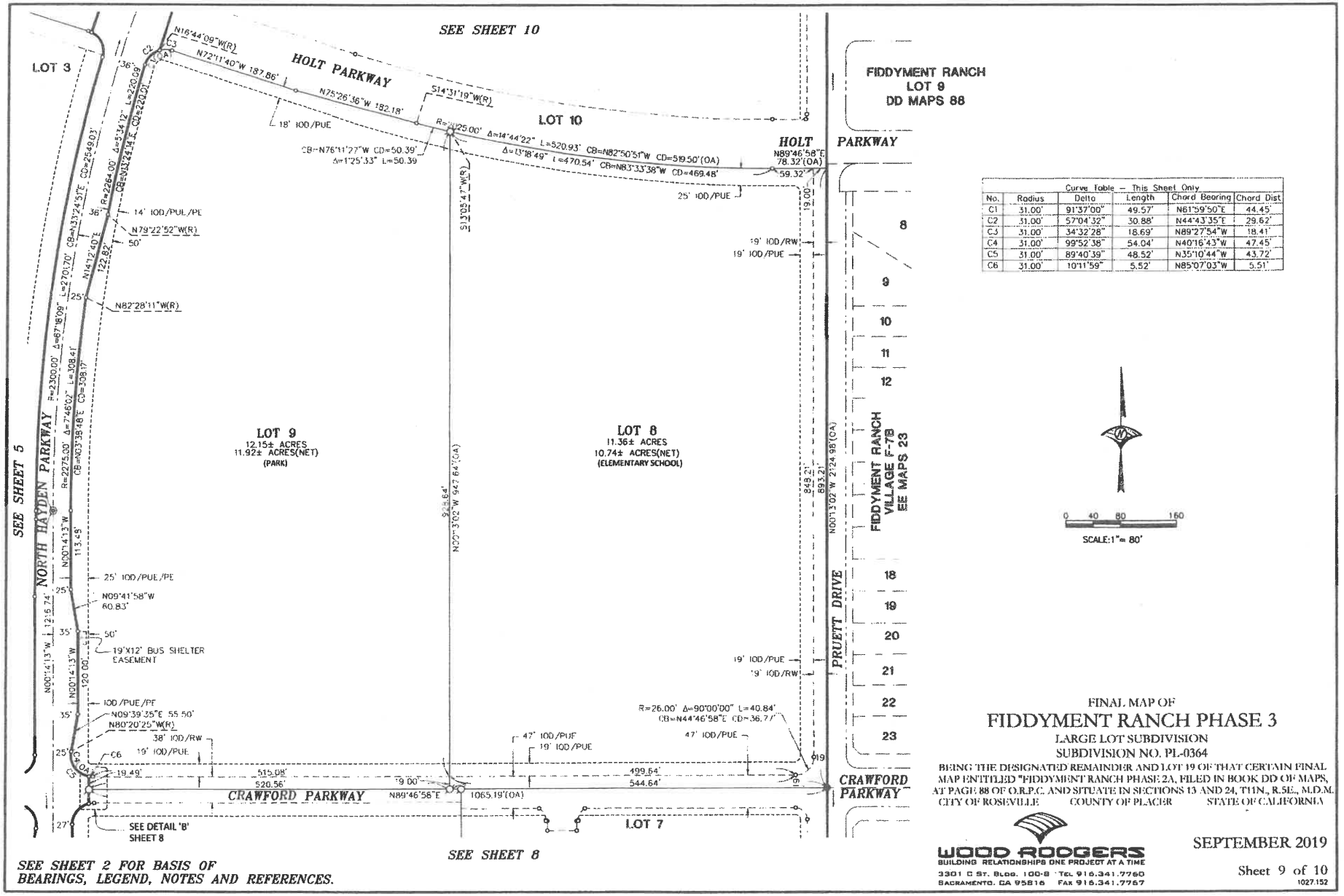

Curve Table – This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	31.00'	91°37'00"	49.57'	N61°59'50"E	44.45'
C2	31.00'	57°04'32"	30.88'	N44°43'35"E	29.62'
C3	31.00'	34°32'28"	18.69'	N89°27'54"W	18.41'
C4	31.00'	99°52'38"	54.04'	N40°16'43"W	47.45'
C5	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'
C6	31.00'	10°11'59"	5.52'	N85°07'03"W	5.51'

0 40 80 160

SCALE:1"= 80'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL-0364

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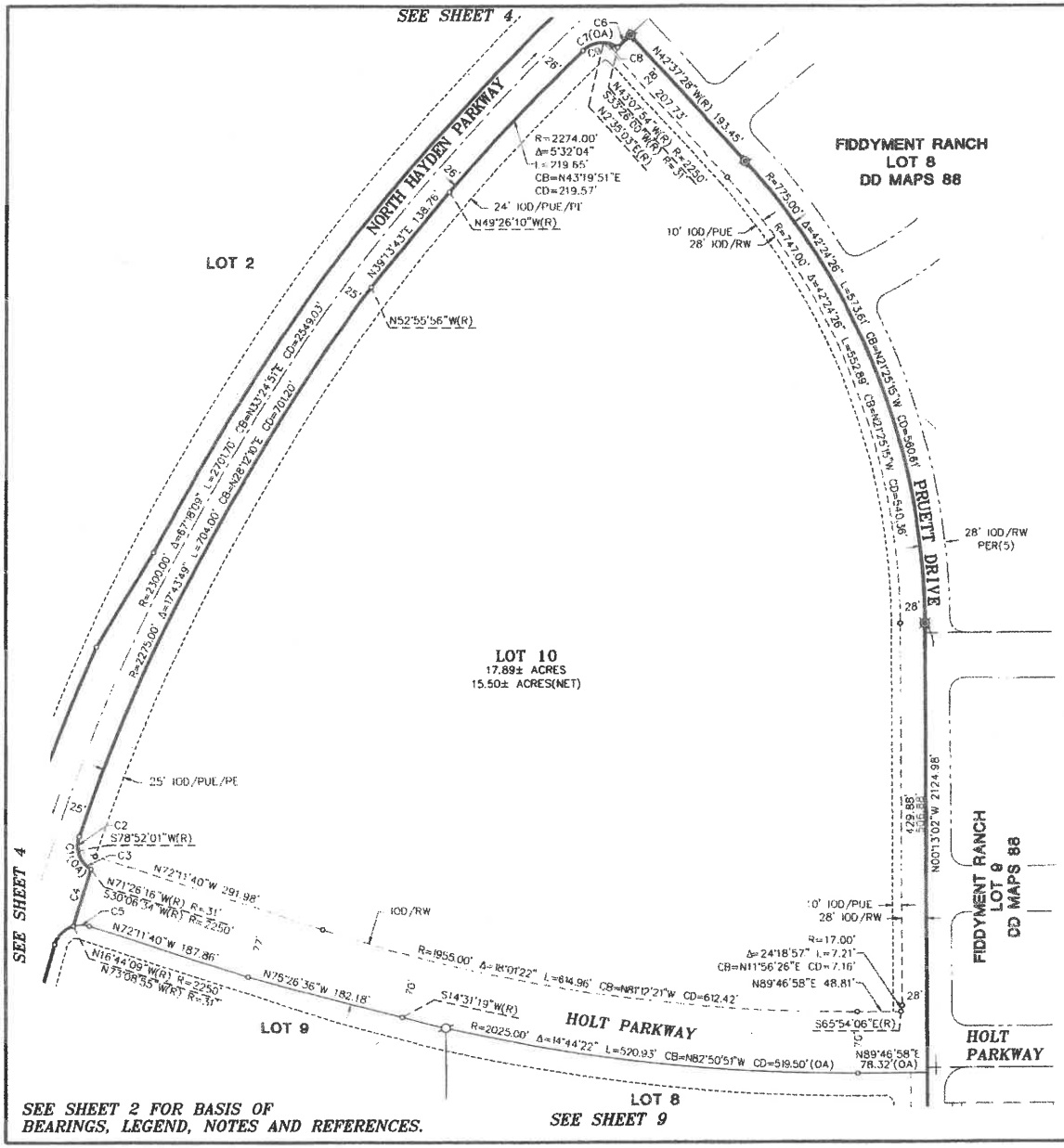

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

Curve Table - This Sheet Only

No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	31.00'	79°13'41"	42.87'	N20°16'35"W	39.53'
C2	31.00'	30°28'14"	16.49'	N4°06'08"E	16.29'
C3	31.00'	48°45'27"	26.38'	N35°30'42"W	25.59'
C4	2250.00'	1°42'39"	67.18'	N17°42'24"E	67.18'
C5	31.00'	34°32'28"	18.69'	N89°27'54"W	18.41'
C6	2250.00'	0°30'26"	19.91'	N47°07'19"E	19.91'
C7	31.00'	77°20'06"	41.84'	N84°45'57"E	38.74'
C8	31.00'	30°50'57"	16.69'	N71°59'29"W	16.49'
C9	31.00'	46°29'10"	25.15'	N69°20'28"E	24.47'

0 40 80 160

SCALE:1"= 80'

FINAL MAP OF

FIDDYMENT RANCH PHASE 3

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL-0364

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SEPTEMBER 2019

Sheet 10 of 10

1027.152

COUNCIL COMMUNICATION

CC #: 1332
File #: 0400-04-13-1

Title: Creekview - Phase 1 Village 23 - Notice of Completion
Contact: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Creekview Phase 1, Village 23, CWJ# 190190, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

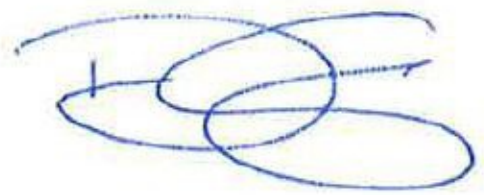
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Ignacio Vizcarra, Senior Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-096

Creekview Phase 1 Village 23 NOC

Creekview Phase 1 Village 23 Exhibit A

Creekview Phase 1 Villages 23 Final map

RESOLUTION NO. 21-096

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Creekview Phase 1, Village 23 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Creekview Phase 1, Village 23 is hereby approved and the public work accepted.

2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book FF of Maps, Page 24 is hereby accepted.

3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Sonia Orozco, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

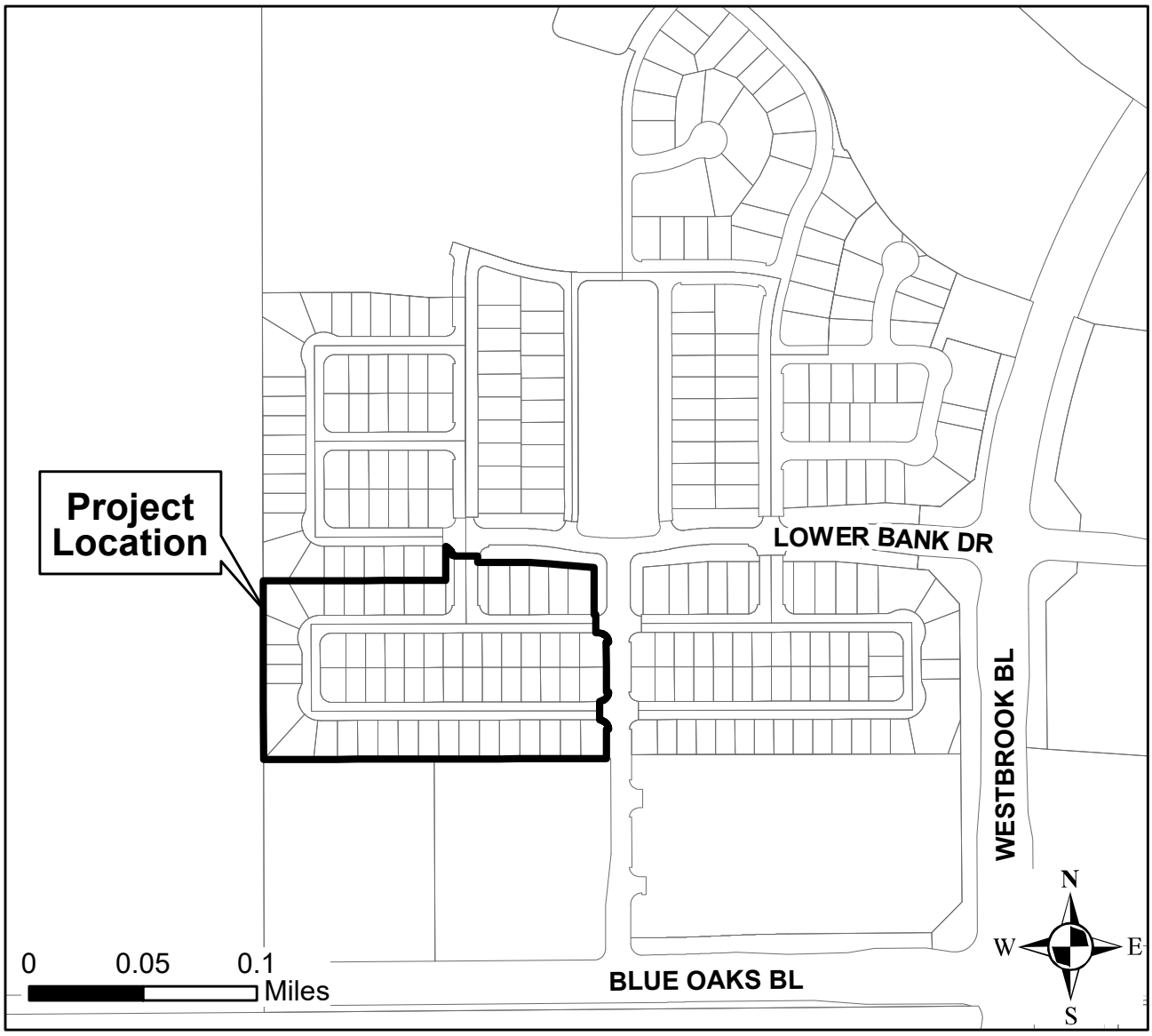
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Creekview Phase 1
Village 23



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 23" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

(A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B AND C, THE STREETS SHOWN HEREON AS FITCH PLACE AND FARMSTEAD CIRCLE, AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS LOTS A, B AND C SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS FITCH PLACE AND FARMSTEAD CIRCLE.

(B) LOTS A, B AND C AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS-OF-WAY.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP,
A WASHINGTON LIMITED PARTNERSHIP

BY: BZ Brian Moore
Vice President

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 23" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: 9/15/20

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 23 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: 9/29/20

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

LICENSED LAND SURVEYOR
TIMOTHY G BLAIR
Exp. 12-31-21
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 23", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B AND C, THE RIGHTS-OF-WAY AND PASEO EASEMENTS OFFERED HEREON FOR DEDICATION.

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

DATE: 10/8/2020 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 5TH DAY OF NOVEMBER, 2020, AT 11:01 A.M. IN BOOK FF OF MAPS, AT PAGE 24, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RYAN RAKO
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: 2020-0126906

BY: D. Butzke
DEPUTY

FEE: $ 104.00

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Placer
ON 9/8/20 BEFORE ME, Karren M. Vasquez NOTARY PUBLIC
PERSONALLY APPEARED Brian Moore
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Karren M. Vasquez PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Solano COUNTY

MY COMMISSION EXPIRES: 2/19/22 MY COMMISSION NUMBER: 2228882

SURVEYOR'S STATEMENT

THIS MAP OF "CREEKVIEW - PHASE 1 VILLAGE 23" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, IN JANUARY, 2019, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: Paul Ferguson

PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: 9/4/2020

LICENSED LAND SURVEYOR
PAUL FERGUSON, JR.
3-31-22
No. 9265
STATE OF CALIFORNIA

FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 23
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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OCTOBER 2020

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

18431.000

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE* COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-34783**, OFFICIAL RECORDS OF PLACER COUNTY, AGAINST THE LAND HEREIN SHOWN CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: Diana L Edwards

Diana L. Edwards

NORTHERN CA ESCROW MANAGER

*Insurance

**2019-0034783

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON September 8, 2020 BEFORE ME, Christina Edwards, A NOTARY PUBLIC

PERSONALLY APPEARED Diana Edwards

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) (S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE~~/~~SHE~~/THEY EXECUTED THE SAME IN ~~HIS~~/~~HER~~/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY ~~HIS~~/~~HER~~/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Christina Edwards PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY

MY COMMISSION EXPIRES: May 31, 2023 MY COMMISSION NUMBER: 2290674

NOTES:

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
2. TOTAL AREA FOR THIS SUBDIVISION IS 8.131± ACRES, CONSISTING OF 61 RESIDENTIAL LOTS AND 3 LANDSCAPE LOTS.
3. ALL FRONT LOT CORNERS WILL BE SET WITH A 1" DIAMETER BRASS DISC STAMPED "LS 9265" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00 FOOT FROM THE FRONT PROPERTY LINE.
4. ALL REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265". WHERE MONUMENTS FALL WITHIN A SOUND WALL OR CONCRETE FOOTING A 5/8" REBAR, WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE ON A 4.00 FOOT OFFSET TO THE REAR LOT CORNER.
5. A PRELIMINARY SOILS REPORT WAS PREPARED BY GEOCON DATED AUGUST 2014; PROJECT NUMBER 59578-05-05 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-885.

LEGEND:

o	DIMENSION POINT
◆	FOUND SECTION CORNER AS NOTED
●	FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265"
◉	FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
⊙	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
AC.	ACRES
CB	CHORD BEARING
CD	CHORD DISTANCE
FD	FOUND
IOD/ROW	IRREVOCABLE OFFER OF DEDICATION/RIGHT-OF-WAY
OD	OUTSIDE DIAMETER
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.F.	SQUARE FEET
(R)	RADIAL BEARING
(X)	SHEET INDEX
———	SUBDIVISION BOUNDARY
—— - ——	CENTER LINE
— — —	IOD/ROW
———	LOT LINE & ROW
———	LOT LINE
– – – – –	EASEMENT LINE
----------	ADJACENT PROPERTY LINE
⊤	FRONT MONUMENT SEE NOTE 3 HEREON
⊥	REAR MONUMENT SEE NOTE 4 HEREON

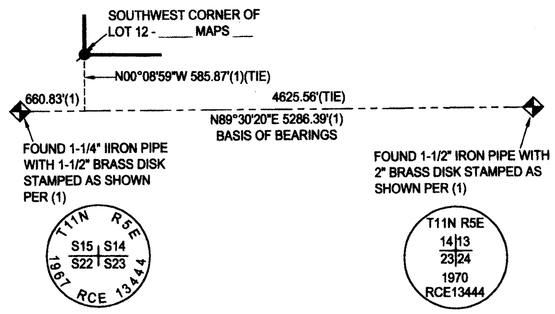
REFERENCES:

(1) EE MAPS 97 CREEKVIEW PHASE 1 LLM

(2) ~~FF~~ MAPS 23 CREEKVIEW PHASE 1 VILLAGES 13 & 14

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS N 89°30'20" E AS SHOWN ON THE SOUTH LINE OF SECTION 14 PER THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW PHASE 1 LARGE LOT MAP" FILED FOR RECORD ON JUNE 1, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS.



FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 23
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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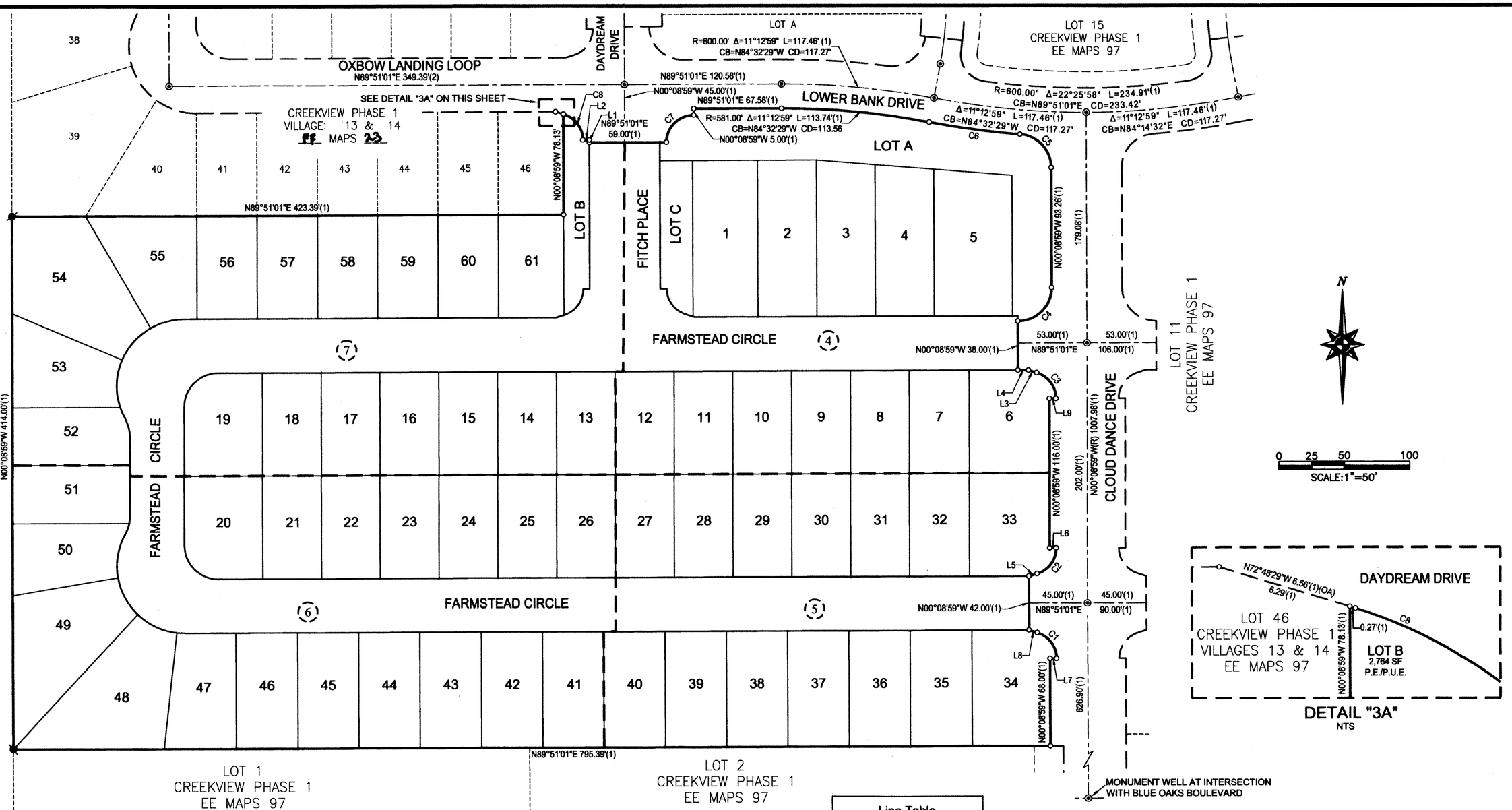

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1(1)	21.00	72°39'31"	26.63'	N36° 28' 44"W	24.88'
C2(1)	21.00	72°39'31"	26.63'	N36° 10' 47"E	24.88'
C3(1)	21.00	72°39'31"	26.63'	N36° 28' 44"W	24.88'
C4(1)	26.00	90°00'00"	40.84'	N44° 51' 01"E	36.77'
C5(1)	26.00	85°17'12"	38.70'	N42° 47' 35"W	35.23'
C6(1)	619.00	06°30'11"	70.26'	N82° 11' 05"W	70.22'
C7(1)	21.00	90°00'00"	32.99'	N44° 51' 01"E	29.70'
C8(1)	21.00	72°39'31"	26.63'	N36° 28' 44"W	24.88'

Line Table		
Line #	Bearing	Length
L1(1)	N00°08'59"W	2.00'
L2(1)	N89°51'01"E(R)	5.00'
L3(1)	N72°48'29"W	6.56'
L4(1)	N89°51'01"E	8.00'
L5(1)	N72°30'32"E	6.56'
L6(1)	N89°51'01"E(R)	5.00'
L7(1)	N89°51'01"E(R)	5.00'
L8(1)	N72°48'29"W	6.56'
L9(1)	N89°51'01"E (R)	5.00'

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

FINAL MAP OF

CREEKVIEW - PHASE 1

VILLAGE 23

SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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CREEKVIEW PHASE 1
VILLAGE 13 & 14
FF MAPS 23

LOT A

OXBOW LANDING LOOP

LOWER BANK DRIVE

LOT 15
CREEKVIEW PHASE 1
EE MAPS 97

12.5' P.U.E.(1)

N00°08'59"W 45.00'(1)

N89°51'01"E 349.39'(2)(OA)

N89°51'01"E 120.58'(1)

R=600.00' Δ=11°12'59" L=117.46' (1)
CB=N84°32'29"W CD=117.27'

S11°04'00"W(R)

N10°11'24"E 26.95'(1)

R=600.00' Δ=22°25'58" L=234.91' CB=N89°51'01"E CD=233.42'(1)

Δ=11°12'59" L=117.46'(1)
CB=N84°32'29"W CD=117.27'

Δ=11°12'59" L=117.46'(1)
CB=N84°14'32"E CD=117.27'

N89°51'01"E 67.58'(1)

R=581.00' Δ=11°12'59" L=113.74'(1)
CB=N84°32'29"W CD=113.56

N00°08'59"W 5.00'(1)

R=619.00' Δ=06°30'11" L=70.26'(1)
CB=N82°11'05"W CD=70.22

R=21.00' Δ=90°00'00" L=32.99'(1)
CB=N44°51'01"E CD=29.70

LOT A
14,097 SF
P.E./P.U.E.

R=26.00' Δ=85°17'12" L=38.70'(1)
CB=N42°47'35"W CD=35.23

CREEKVIEW PHASE 1
VILLAGE 13 & 14
FF MAPS 23

46

N89°51'01"E 59.00'(1)
27.00'(1) 27.00'(1)

14.38'

5.00'

N89°51'01"E 120.00'

N85°28'49"W 150.50'

25.00' 50.00' 45.00' 45.15' 45.15' 60.20'

LOT B

FITCH PLACE

LOT C
2,817 SF
P.E./P.U.E.

CLOUD DANCE DRIVE

N00°08'59"W 114.00'

N00°08'59"W 157.00'

N00°08'59"W 114.00'

99.62'

N00°08'59"W 121.31'

N00°08'59"W 121.62'

N00°08'59"W 121.62'

N00°08'59"W 117.95'

N00°08'59"W 114.27'

N00°08'59"W 109.37'

N00°08'59"W 93.26'(1)

179.08'(1)

1 6,081 SF

2 5,473 SF

3 5,390 SF

4 5,225 SF

5 6,709 SF

27' 27'

12.5' P.U.E.

N89°51'01"E(R) 5.00'

5.51'

1.05'

49.00' 45.00' 45.00' 45.00' 60.00'

N89°51'01"E 248.00'

4.00'

N72°48'29"W 6.56'

R=21.00' Δ=72°39'31" L=26.63'
CB=N36°28'44"W CD=24.88

R=26.00' Δ=90°00'00" L=40.84'(1)
CB=N44°51'01"E CD=36.77'

N00°08'59"W(R) 4.00'

N00°08'59"W(R) 1007.98'(1)(OA)

N00°08'59"W(R)
38.00'(1)

53.00'(1) 53.00'(1)

359.39' 301.00'

N89°51'01"E 660.39'

N89°51'01"E

106.00'(1)

FARMSTEAD CIRCLE

N89°51'01"E 613.39'

N89°51'01"E 621.39'(OA)

N89°51'01"E 663.39'(OA)

45.10' 45.10' 45.10' 45.10' 45.10' 45.60' 45.69'

12.5' P.U.E.

13 12 3,608 SF 11 3,608 SF 10 3,608 SF 9 3,608 SF 8 3,608 SF 7 3,648 SF 6 4,931 SF

N00°08'59"W 80.00'

45.10' 45.10' 45.10' 45.10' 45.10' 45.60' 61.69'

26 27 28 29 30 31 32 33

R=21.00' Δ=72°39'31" L=26.63'
CB=N36°28'44"W CD=24.88'(1)

12.5' P.U.E.

58.00'

N00°08'59"W 116.00'(1)(OA)

N89°51'01"E(R) 5.00'(1)

202.00'(1)(OA)

21.00'(1)

N89°51'01"E 8.00'(1)

N72°48'29"W 6.56'(1)

27' 27' 29' 29' 29' 29'

LOT 11
CREEKVIEW PHASE 1
EE MAPS 97

SEE SHEET 7

SEE SHEET 5

N

0 30 60

SCALE:1"=30'

FINAL MAP OF

CREEKVIEW - PHASE 1

VILLAGE 23

SUBDIVISION No. PL18-0190

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OCTOBER 2020

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SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

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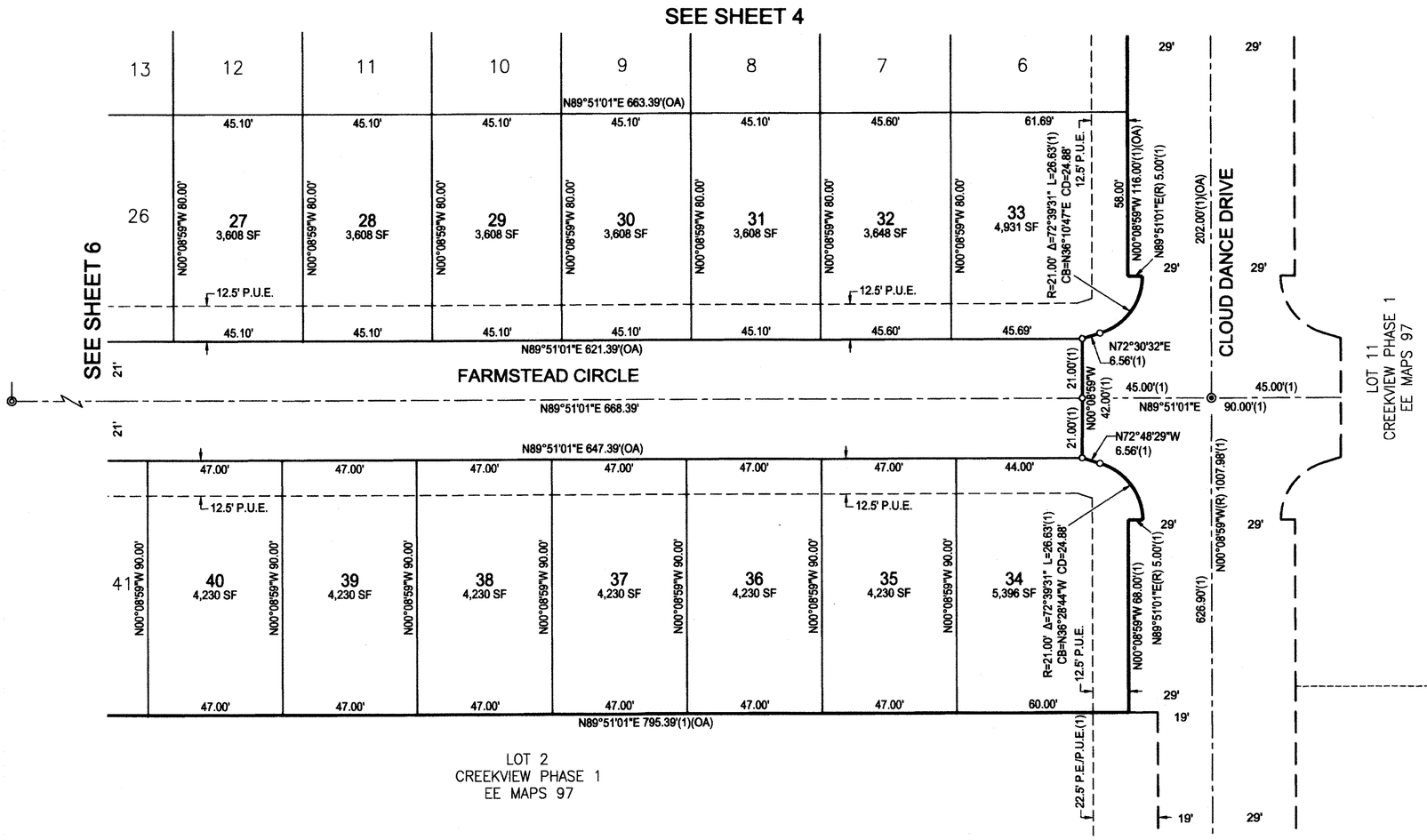

FINAL MAP OF

CREEKVIEW - PHASE 1

VILLAGE 23

SUBDIVISION No. PL18-0190

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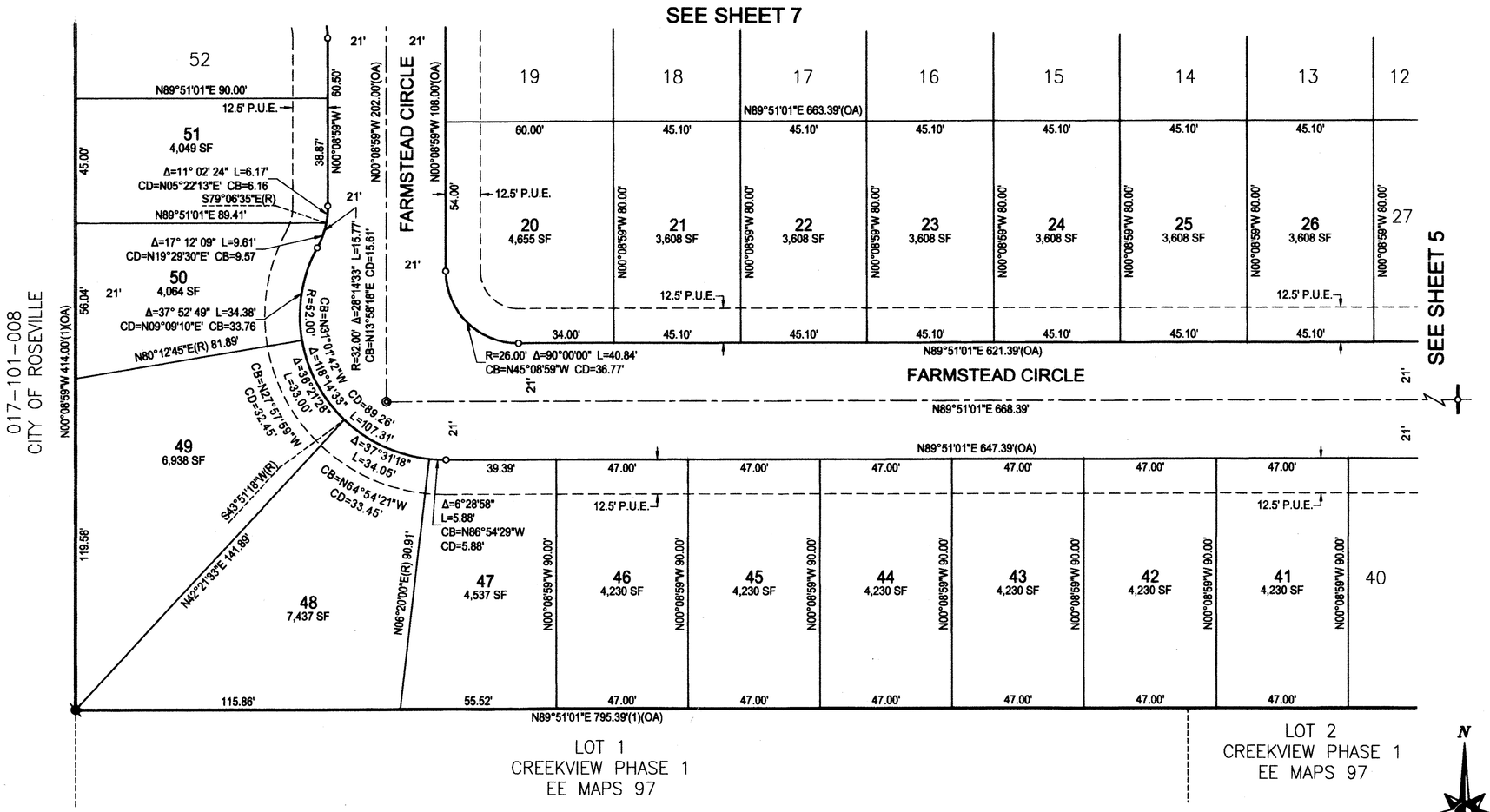

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 23
SUBDIVISION No. PL18-0190

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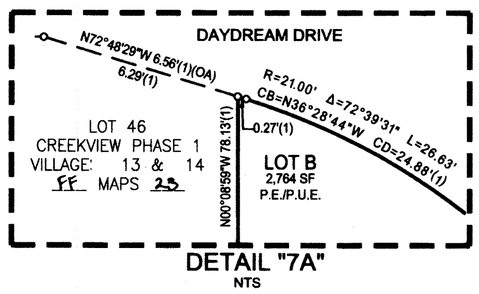
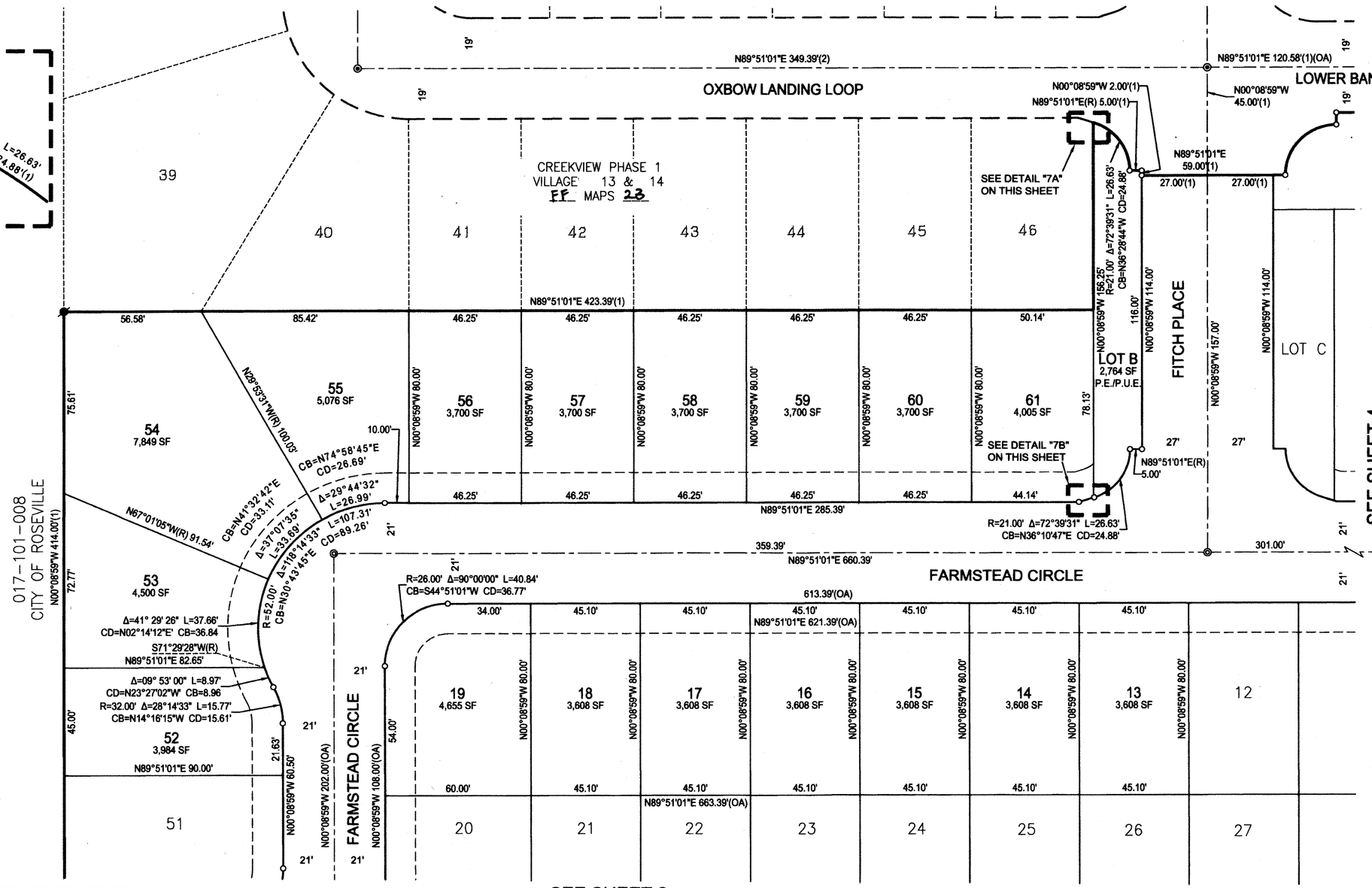
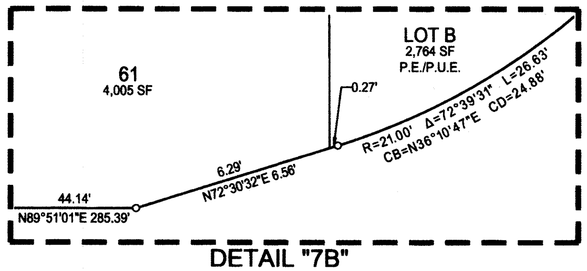


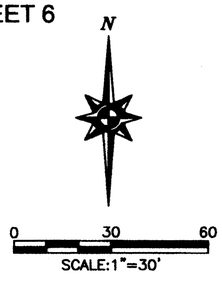
DETAIL "7A"
NTS





DETAIL "7B"
NTS

SEE SHEET 6



SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 23
SUBDIVISION No. PL18-0190

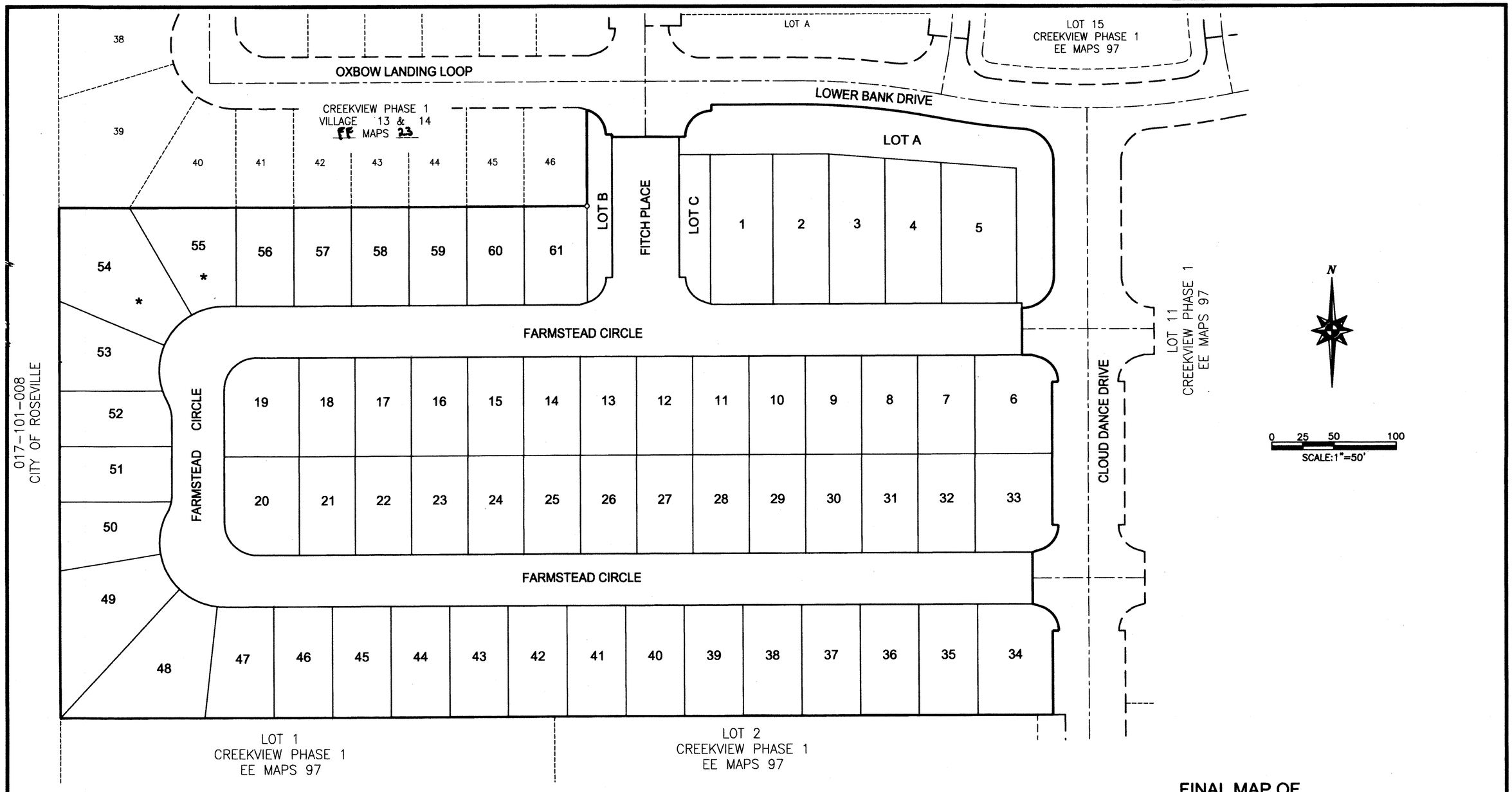
BEING A SUBDIVISION OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

OCTOBER 2020

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

18431.000



ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 23
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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COUNCIL COMMUNICATION

CC #: 1333
File #: 0400-04-13-1

Title:	Creekview - Phase 1 Village 24 - Notice of Completion
Contact:	Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.21.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Creekview Phase 1, Village 24, CWJ# 190194, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

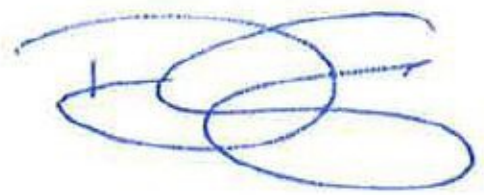
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Ignacio Vizcarra, Senior Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-097

Creekview Phase 1 Village 24 NOC.

Creekview Phase 1 Village 24 Exhibit A

Creekview Phase 1 Village 24 Final map

RESOLUTION NO. 21-097

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Creekview Phase 1, Village 24 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Creekview Phase 1, Village 24 is hereby approved and the public work accepted.

2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book FF of Maps, Page 25 is hereby accepted.

3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Sonia Orozco, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

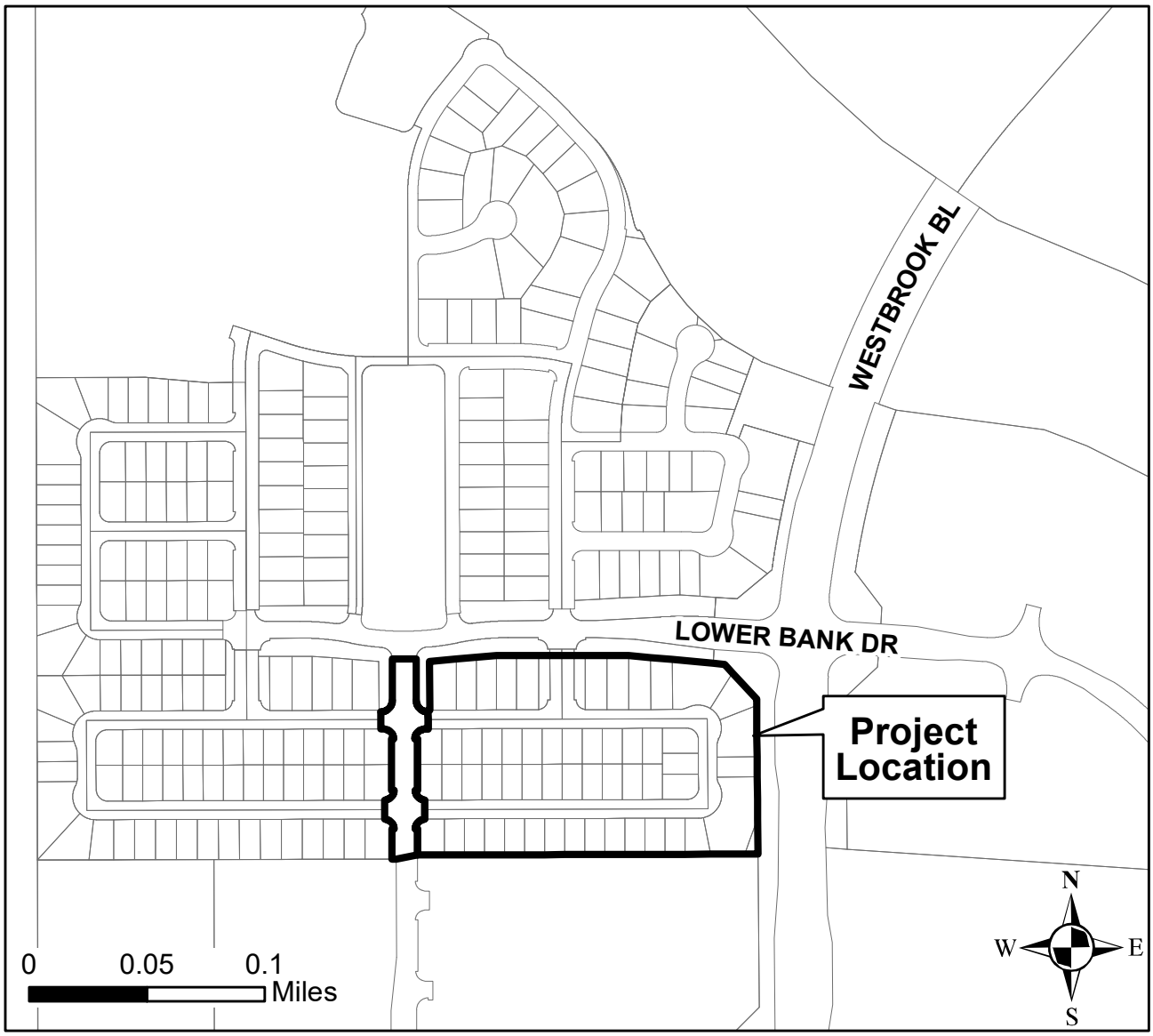
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Creekview Phase 1
Village 24



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 24" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

(A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C, D AND E, THE STREETS SHOWN HEREON AS EDIE MAE PLACE AND TRAILBLAZER LOOP, AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS LOTS A, B, C, D AND E SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS EDIE MAE PLACE AND TRAILBLAZER LOOP.

(B) LOTS A, B, C, D AND E AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS-OF-WAY.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP,
A WASHINGTON LIMITED PARTNERSHIP

BY: Brian Moore
Vice President

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Placer
ON 9/8/20 BEFORE ME, Karren M. Vasquez, A NOTARY PUBLIC
PERSONALLY APPEARED Brian Moore
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Karren M. Vasquez PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Solano COUNTY

MY COMMISSION EXPIRES: 2/14/22 MY COMMISSION NUMBER: 2228832

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 24" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: 9/15/20

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 24" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: 9/29/20

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-241-21
No. 8278
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP OF "CREEKVIEW - PHASE 1 VILLAGE 24" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, IN JANUARY, 2019, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: Paul Ferguson

PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: 9/4/2020

LICENSED LAND SURVEYOR
PAUL FERGUSON, JR.
3-31-22
No. 9265
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 24", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B, C, D, AND E, THE RIGHTS-OF-WAY AND PASEO EASEMENTS OFFERED HEREON FOR DEDICATION.

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

DATE: 10/8/2020 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 5TH DAY OF NOVEMBER, 2020, AT 11:05 A.M. IN BOOK FF OF MAPS, AT PAGE 25, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RYAN RONCO
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: 2020-0126908

BY: D. Bustamante
DEPUTY

FEE: $ 104.00

FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 24
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 11 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. 18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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OCTOBER 2020

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

 18431.000

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-34783, OFFICIAL RECORDS OF PLACER COUNTY, AGAINST THE LAND HEREIN SHOWN CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: Diana L Edwards
DIANA L. EDWARDS
NORTHERN CA RESCROW MANAGER

*INSURANCE
2019-0034783

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON September 8, 2020 BEFORE ME, Christina Edwards, A NOTARY PUBLIC

PERSONALLY APPEARED Diana Edwards

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) S ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Christina Edwards PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY

MY COMMISSION EXPIRES: May 31, 2023 MY COMMISSION NUMBER: 2290674

NOTES:

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
2. TOTAL AREA FOR THIS SUBDIVISION IS 8.124± ACRES, CONSISTING OF 59 RESIDENTIAL LOTS AND 5 LANDSCAPE LOTS.
3. ALL FRONT LOT CORNERS WILL BE SET WITH A 1" DIAMETER BRASS DISC STAMPED "LS 9265" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00 FOOT FROM THE FRONT PROPERTY LINE (R/W).
4. ALL REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265. WHERE MONUMENTS FALL WITHIN A SOUND WALL OR CONCRETE FOOTING A 5/8" REBAR, WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE ON A 4.00 FOOT OFFSET TO THE REAR LOT CORNER.
5. A PRELIMINARY SOILS REPORT WAS PREPARED BY GEOCON CONSULTANTS, INC. DATED AUGUST, 2014; PROJECT NO. S9578-05-05 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-885.

LEGEND:

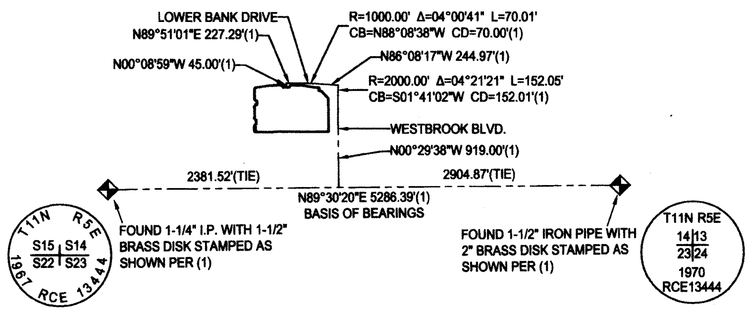
o	DIMENSION POINT
◆	FOUND SECTION CORNER AS NOTED
●	FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 5760"
◉	FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 5760"
⊙	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 5760"
AC.	ACRES
CB	CHORD BEARING
CD	CHORD DISTANCE
FD	FOUND
IOD/ROW	IRREVOCABLE OFFER OF DEDICATION/RIGHT-OF-WAY
OD	OUTSIDE DIAMETER
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.F.	SQUARE FEET
(R)	RADIAL BEARING
(X)	SHEET INDEX
———	SUBDIVISION BOUNDARY
—— - ——	CENTER LINE
— — —	IOD/ROW
———	LOT LINE & ROW
———	LOT LINE
– – – – –	EASEMENT LINE
----------	ADJACENT PROPERTY
⊤	FRONT MONUMENT SEE NOTE 3 HEREON
⊥	REAR MONUMENT SEE NOTE 4 HEREON

REFERENCE:

(1) EE MAPS 97 CREEKVIEW PHASE 1 LLM

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS N 89°30'20" E AS SHOWN ON THE SOUTH LINE OF SECTION 14 PER THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW PHASE 1 LARGE LOT MAP" FILED FOR RECORD ON JUNE 1, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS.



FINAL MAP OF CREEKVIEW - PHASE 1

VILLAGE 24

SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 11 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. 18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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 18431.000

BOOK FF OF MAPS, PAGE 25

LOT 15
CREEKVIEW PHASE 1
EE MAPS 97

LEMONADE LANE

SKIPPING STONE WAY

LOWER BANK DRIVE

CREEKVIEW PHASE 1
VILLAGE ~~10 11 15~~ 10, 11 & 15
~~FF~~ MAPS ~~22~~

LOT 22
CREEKVIEW PHASE 1
EE MAPS 97

Δ=11°12'59" L=117.46'
CB=N84°14'32"E CD=117.27' (1)

R=600.00' Δ=22°25'58" L=234.91'
CB=N89°51'01"E CD=233.42'(1)(OA)

R=600.00' Δ=11°12'59" L=117.46'
CB=N84°14'32"E CD=117.27'(1)

N00°08'59"W 90.00'(1)

45.00'(1)

N89°51'01"E 347.88'(1)

R=1000.00' Δ=04°00'41" L=70.01'(1)
CB=N88°08'38"W CD=70.00'

120.58'(1)

227.29'(1)

244.97'(1)

N86°08'17"W(R) 650.12'(1)

202.57'(1)

R=619.00'(1)
Δ=06°30'11"
L=70.26'
CB=N81°53'08"E
CD=70.22'

C1(1)

R=581.00'(1)
Δ=11°12'59"
L=113.74'
CB=N84°14'32"E
CD=113.56'

N89°51'01"E 67.58'(1)

N00°08'59"W(R) 5.00'(1)

R=21.00' Δ=90°00'00" L=32.99'(1)
CB=N45°08'59"W CD=29.70'

32.00'(1)

32.00'(1)

N89°51'01"E(R)
64.00'(1)

N87°08'59"W 87.07'(1)

N89°51'01"E 24.38'(1)

N00°08'59"W(R) 5.00'(1)

R=21.00' Δ=90°00'00" L=32.99'(1)
CB=N44°51'01"E CD=29.70'

N82°43'00"W 178.38'(1)

N03°51'43"E 31.34'(1)

N84°33'18"W 26.32'(1)

N42°38'08"W 105.78'(1)

LOT A

LOT B

LOT C

LOT D

EDIE MAE PLACE

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59

179.08'(1)

N00°08'59"W 93.26'(1)

C2(1)

17.00'(1)

N89°51'01"E
53.00'(1)

106.00'(1)

53.00'(1)

21.00'(1)

N00°08'59"W(R) 38.00'(1)(OA)

4

TRAILBLAZER LOOP

5

C3(1)

L1(1)

L2(1)

L3(1)

LOT 12
CREEKVIEW PHASE 1
EE MAPS 97

CLOUD DANCE DRIVE

N00°08'59"W(R) 1007.98'(1)(OA)

202.00'(1)

N00°08'59"W 116.00'(1)

L4(1)

L5(1)

C4(1)

21.00'(1)

N89°51'01"E
45.00'(1)

90.00'(1)

45.00'(1)

21.00'(1)

N00°08'59"W 42.00'(1)(OA)

7

TRAILBLAZER LOOP

6

C5(1)

L6(1)

L7(1)

N00°08'59"W
58.96'(1)

203.91'(1)

N89°51'01"E 763.76'(1)

LOT E

LOT 5
CREEKVIEW PHASE 1
EE MAPS 97

R=2000.00' Δ=34°58'27" L=1220.83'(1)(OA)
CB=N16°59'35"E CD=1201.96'
Δ=04°21'21" L=152.05'(1)
CB=N01°41'02"E CD=152.01'

N00°29'38"W 347.52'(1)

N00°29'38"W 848.00'(1)

WESTBROOK BOULEVARD

LOT 10
CREEKVIEW PHASE 1
EE MAPS 97

BLUE OAKS BOULEVARD

LOT 3
CREEKVIEW PHASE 1
EE MAPS 97

422.99'(1)

Line Table		
Line #	Bearing	Length
L1	N89°51'01"E	8.00'
L2	N72°30'32"E	6.56'
L3	N89°51'01"E	5.00'
L4	N89°51'01"E(R)	5.00'
L5	N72°48'29"W	6.56'
L6	N72°30'32"E	6.56'
L7	N89°51'01"E(R)	5.00'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	26.00'	85°17'12"	38.70'	N42° 29' 37"E	35.23
C2	26.00'	90°00'00"	40.84'	N45° 08' 59"W	36.77
C3	21.00'	72°39'31"	26.63'	N36° 10' 47"E	24.88
C4	21.00'	72°39'31"	26.63'	N36° 28' 44"W	24.88
C5	21.00'	72°39'31"	26.63'	N36° 10' 47"E	24.88

N

0 25 50 100
SCALE:1"=50'

FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 24
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 11 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. 18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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OCTOBER 2020

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

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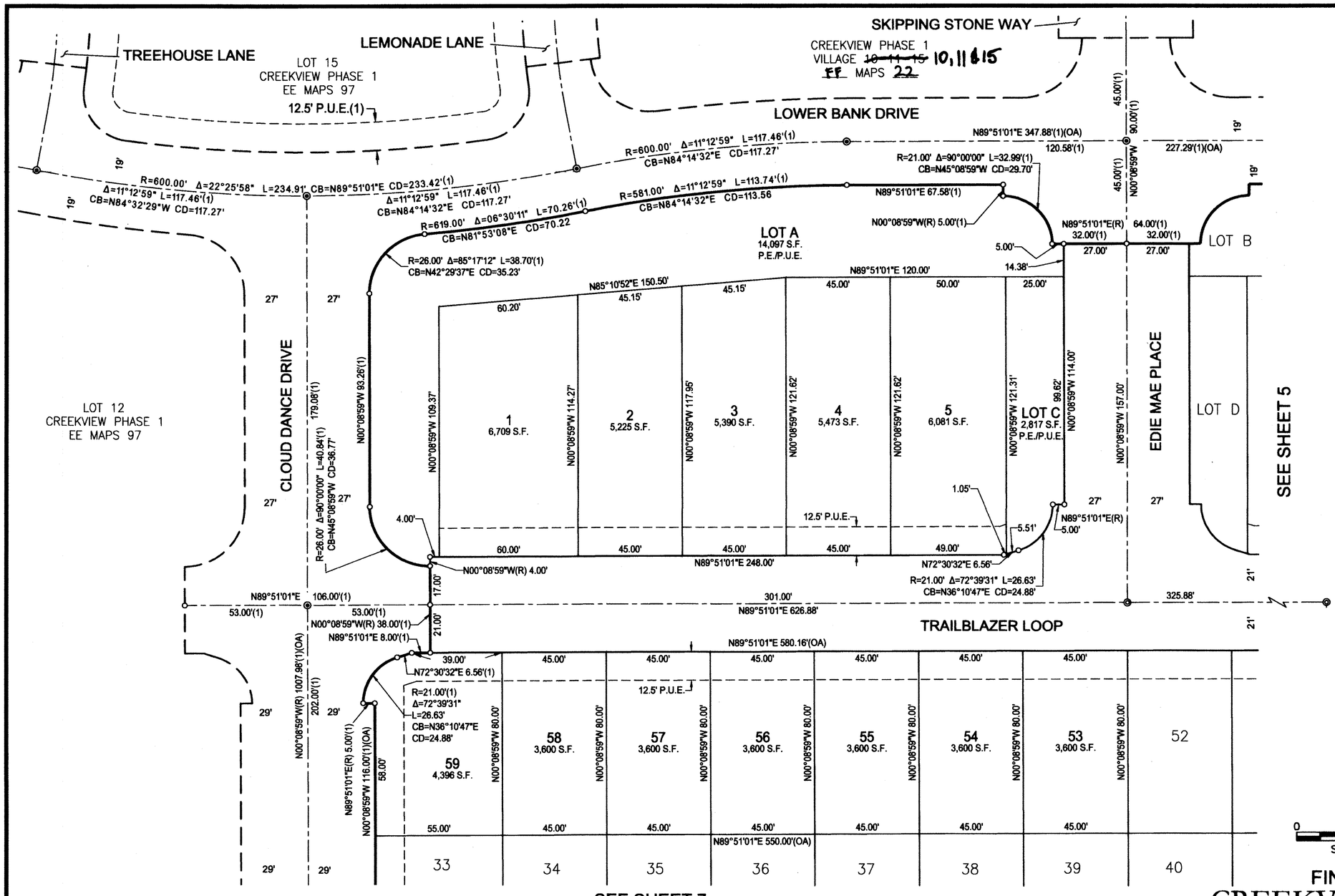

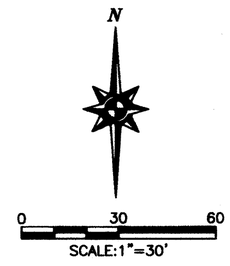

FINAL MAP OF

CREEKVIEW - PHASE 1

VILLAGE 24

SUBDIVISION No. PL18-0190

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SKIPPING STONE WAY

CREEKVIEW PHASE 1
VILLAGE ~~10 11 15~~ 10, 11 & 15
FF MAPS 22

LOT 22
CREEKVIEW PHASE 1
EE MAPS 97

LOWER BANK DRIVE

N89°51'01"E 347.88'(1)
120.58'(1)(OA)
227.29'(1)
R=1000.00' Δ=4°00'41" L=70.01'
CB=N88°08'38"W CD=70.00'(1)
244.97'(1)
N86°08'17"W(R) 650.12'(1)

45.00'(1)
90.00'(1)
N00°08'59"W

N87°08'59"W 87.07'(1)
N89°51'01"E 24.38'(1)
N00°08'59"W(R) 5.00'(1)
R=21.00' Δ=90°00'00" L=32.99'(1)
CB=N44°51'01"E CD=29.70'
N82°43'00"W 178.38'(1)
N89°51'01"E 123.00'
N84°33'18"W 189.92'
N03°51'43"E 31.34'(1)
N84°33'18"W 26.32'(1)

LOT A
LOT B
11,069 S.F.
P.E./P.U.E.
LOT C
LOT D
2,817 S.F.
P.E./P.U.E.

N89°51'01"E(R) 32.00'(1)
64.00'(1) 32.00'(1)
27.00' 27.00'
5.00'
14.38'
25.00' 49.00' 49.00' 49.23' 49.23' 51.00'
40.46' 66.78'
25.55'
N42°39'09"W 105.78'(1)
80.23'

EDIE MAE PLACE

N00°08'59"W 157.00'
N00°08'59"W 114.00'
99.62'
N00°08'59"W 121.31'
N00°08'59"W 121.62'
N00°08'59"W 121.62'
N00°08'59"W 116.82'
N00°08'59"W 112.02'
N00°08'59"W 97.43'

6 5,959 S.F.
7 5,959 S.F.
8 5,842 S.F.
9 5,607 S.F.
10 5,406 S.F.
11 6,114 S.F.
12 5,723 S.F.

Δ=21°20'35" L=19.37'
CB=N72°16'46"E CD=19.26'
N07°02'57"W(R)
N31°54'22"E(R) 93.96'
CB=N77°34'18"W CD=34.66'
Δ=38°57'19" L=35.35'
CB=N39°31'51"W CD=33.11'
Δ=37°07'35" L=33.69'
R=52.00' CB=N45°19'18"W Δ=146°08'27" CD=98.49'
N69°01'56"E(R) 88.96'
14.46'

LOT 5
CREEKVIEW PHASE 1
EE MAPS 97

R=2000.00' Δ=34°58'27" L=1220.83'(1)(OA)
CB=N16°59'35"E CD=1201.96'
Δ=04°21'21" L=152.05'(1)
CB=N1°41'02"E CD=152.01'

WESTBROOK BOULEVARD

N89°51'01"E(R) 5.00'
5.51'
1.05'
12.5' P.U.E.
N72°48'29"W 6.56'
R=21.00' Δ=72°39'31" L=26.63'
CB=N36°28'44"W CD=24.88'
48.00' 49.00' 49.00' 49.00' 17.25'
N89°51'01"E 212.25'
R=32.00' Δ=28°14'33" L=15.77'
CB=N75°43'45"E CD=15.61'

SEE SHEET 4

301.00'
325.88'
N89°51'01"E 626.88'

TRAILBLAZER LOOP
R=26.00' Δ=89°39'20" L=40.68'
CB=N45°19'18"W CD=36.66'
N89°51'01"E 580.16'(OA)

45.00' 45.00' 45.00' 45.00' 45.00' 54.16'
12.5' P.U.E.
53 52 3,600 S.F. 51 3,600 S.F. 50 3,600 S.F. 49 3,600 S.F. 48 3,600 S.F.
47 4,387 S.F.
N00°08'59"W 80.00'
56.50'
30.66'
N89°51'01"E 80.34'
46
12.5' P.U.E.
N00°29'38"W 108.00'(OA)
45.00' 45.00' 45.00' 45.00' 45.00'
N89°51'01"E 550.00'(OA)
39 40 41 42 43 44

TRAILBLAZER LOOP
R=32.00' Δ=28°14'33" L=15.77'
CB=N13°37'38"E CD=15.61'
Δ=43°04'31" L=39.09'
CB=N00°34'12"E CD=38.18'
N00°29'38"W 202.00'(OA)
13 4,399 S.F.
69.29'
N89°30'22"E 84.05'
S67°53'33"E(R)
Δ=05° 38' 28" L=5.12'
CD=N24°55'41"E CB=5.12
14 4,011 S.F.
45.00'
N00°29'38"W 347.52'(1)(OA)
25.24'
N89°30'22"E 90.06'
N00°29'38"W 70.50'(OA)
12.5' P.U.E.
15

N00°29'38"W 848.00'(1)

60' 60' 60'

SEE SHEET 6

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

N

0 30 60
SCALE:1"=30'

FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 24
SUBDIVISION No. PL18-0190

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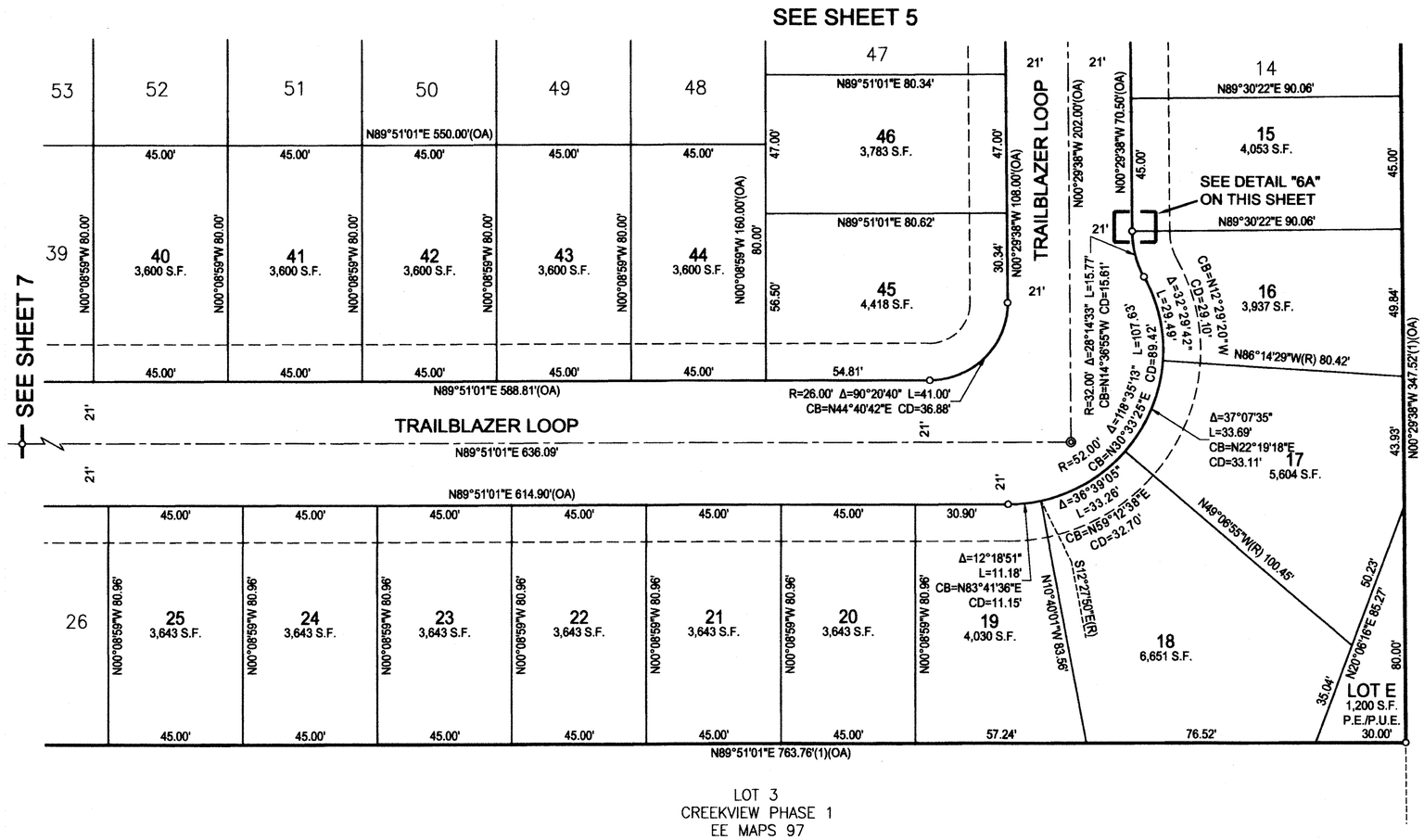
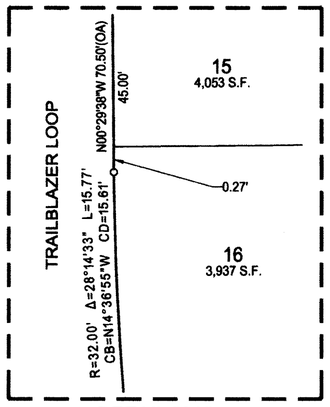
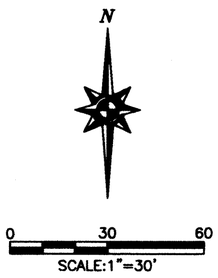




DETAIL "6A"
NTS

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



FINAL MAP OF

CREEKVIEW - PHASE 1

VILLAGE 24

SUBDIVISION No. PL18-0190

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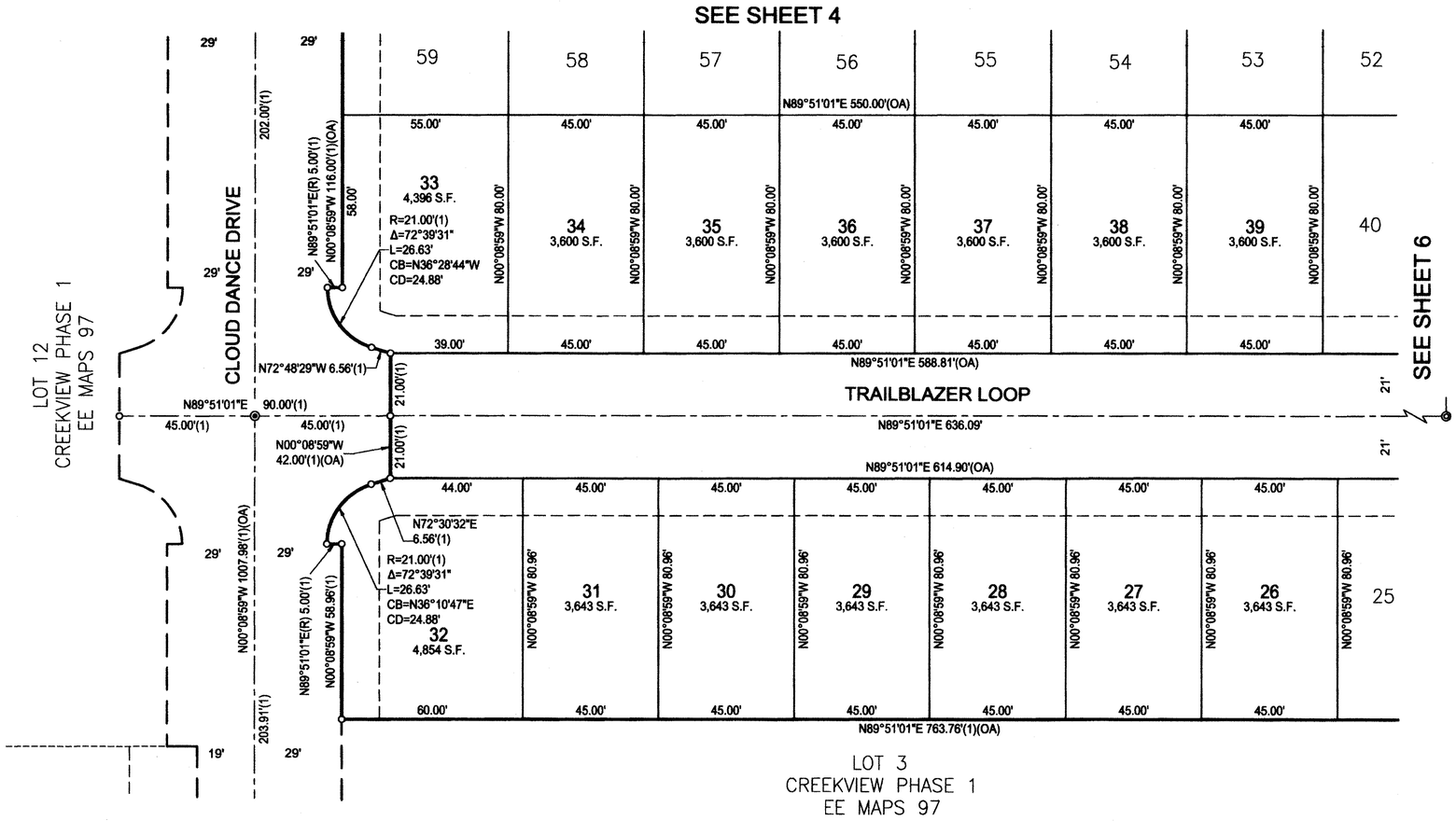

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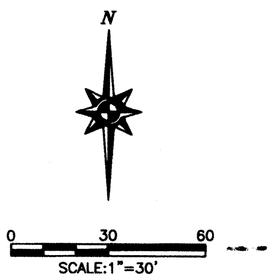

FINAL MAP OF

CREEKVIEW - PHASE 1

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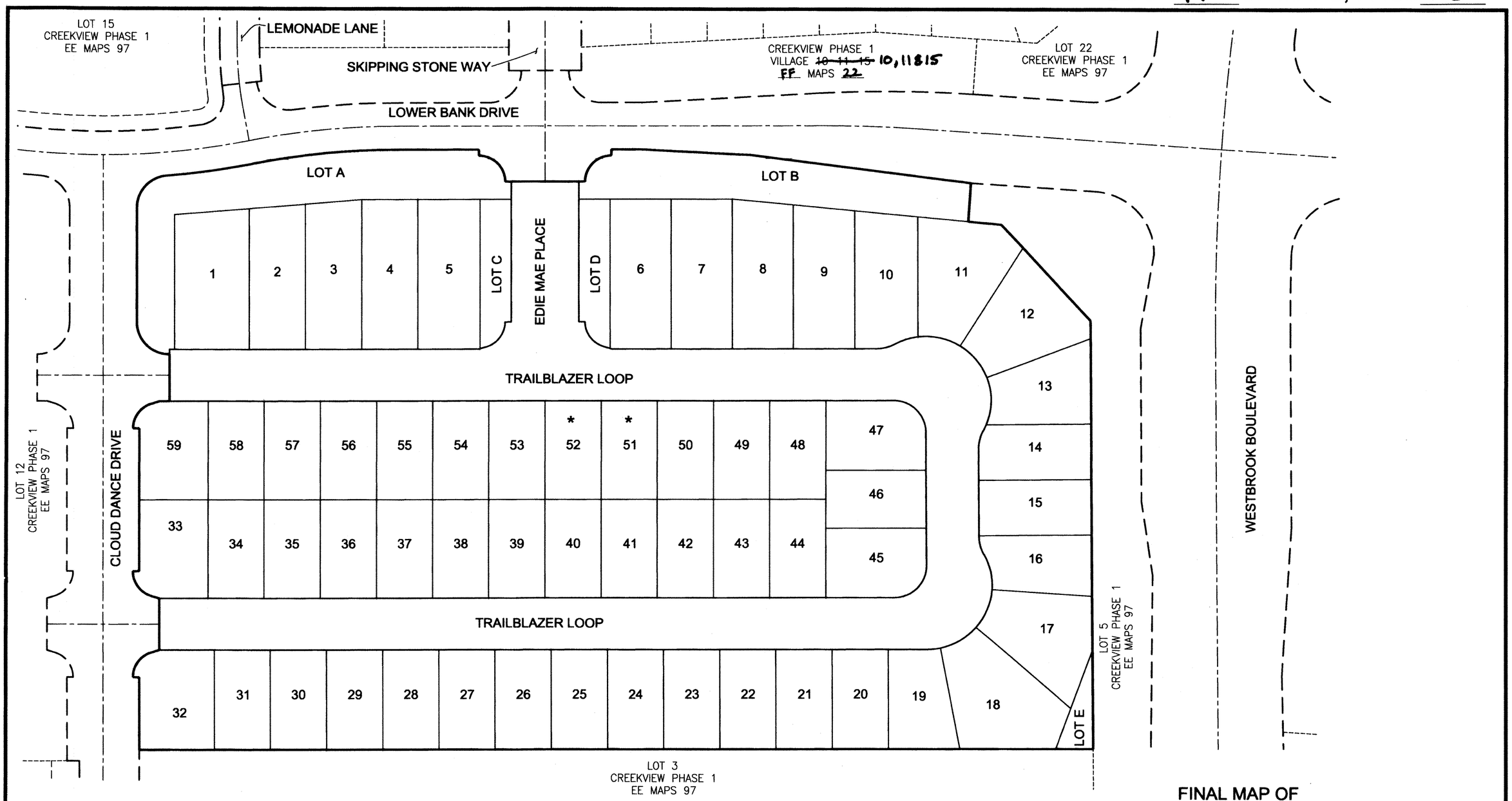

ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

N

0 25 50 100

SCALE:1"=50'

FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 24
SUBDIVISION No. PL18-0190

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SHEET 8 OF 8

18431.000

COUNCIL COMMUNICATION

CC #: 1334
File #: 0400-04-09-1

Title:	Creekview Westbrook Boulevard - Segment 2 - Notice of Completion
Contact:	Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.22.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Creekview Westbrook Boulevard - Segment 2, CWJ# 190280, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

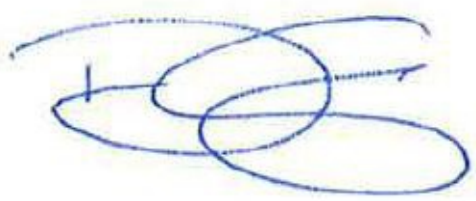
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Ignacio Vizcarra, Senior Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-098

Creekview Westbrook Boulevard Segment 2 NOC.

Creekview Westbrook Blvd Seg 2. Exhibit A

Creekview Phase 1 Final Map.

RESOLUTION NO. 21-098

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Creekview Westbrook Boulevard - Segment 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THOSE RESPECTIVE DEDICATIONS OFFERED ON THE RECORDED MAPS OF "THE FINAL MAP OF CREEKVIEW PHASE 1 LARGE LOT SUBDIVISION. SUBDIVISION NO. PL18-0190." BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Creekview Westbrook Boulevard - Segment 2 is hereby approved and the public work accepted.

2. A portion of the right-of-way and easements located adjacent thereto as offered for dedication on The Final Map of Creekview Phase 1, Large Lot Subdivision, Subdivision NO. PL18-0190, recorded in Book EE of Maps, Page 97, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Creekview Blue Oaks Boulevard- Segment 3. The remaining offers of dedication will be accepted at a later date as improvements are approved and accepted.

3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Sonia Orozco, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

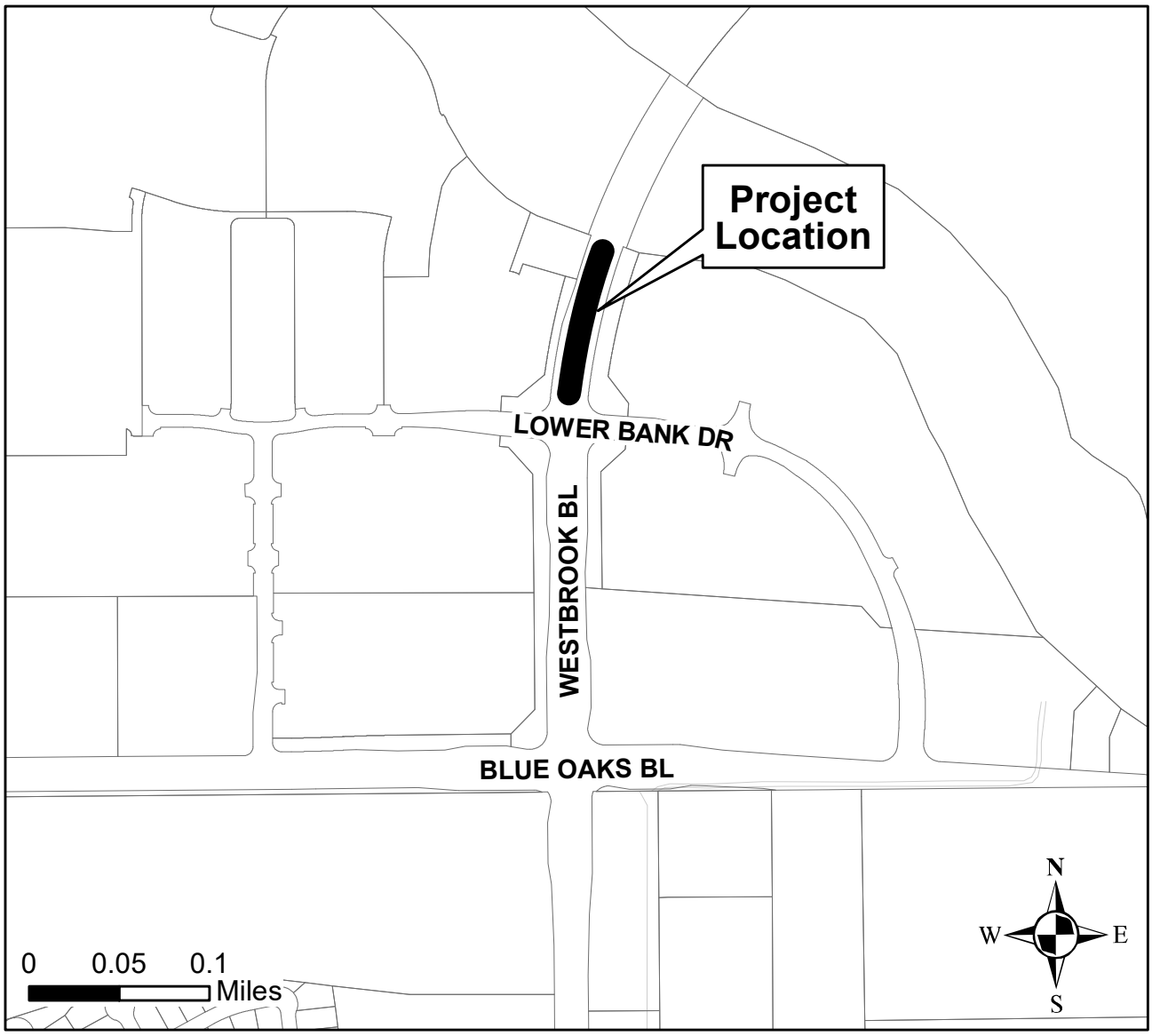
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Creekview
Westbrook Boulevard - Segment 2



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION AS AN EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS ALL THOSE AREAS SHOWN HEREON AS IOD/ROW (IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY) AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS LOTS 4, 5, 6, 7, 10, 22 AND 23, AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).

(C) A PUBLIC EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.).

(D) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT" (B.S.E.).

(E) A PUBLIC EASEMENT FOR PEDESTRIAN AND BICYCLES ACCESS AND THE INSTALLATION AND MAINTENANCE OF THE BIKE PATH, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "BIKE PATH EASEMENT" (B.P.E.).

(F) A PUBLIC EASEMENT FOR INGRESS AND EGRESS FOR THE PURPOSE OF CONSTRUCTION OF PUBLIC IMPROVEMENTS AND ANY AND ALL APPURTENANCES THERETO RELATED TO A STANDARD CITY OF ROSEVILLE PUBLIC STREET ON, OVER, UNDER, AND ACROSS BLUE OAKS BOULEVARD, WESTBROOK BOULEVARD, LOWER BANK DRIVE AND CLOUD DANCE DRIVE SHOWN HEREON AND DESIGNATED "CONSTRUCTION EASEMENT" (C.E.).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY BLUE OAKS BOULEVARD, BENCHMARK DRIVE, CLOUD DANCE DRIVE, DAYDREAM DRIVE, GRASSCREEK DRIVE, HOLT PARKWAY, LOWER BANK DRIVE, SKIPPING STONE WAY, WESTBROOK BOULEVARD AND WHISTLING BEND WAY, AND ALL THOSE AREAS SHOWN HEREON AS IOD/ROW (IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY).

(B) LOTS 28 AND 29 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PUBLIC OPEN SPACE PURPOSES.

(C) LOTS 15 AND 18 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PUBLIC PARK PURPOSES.

(D) LOT 21 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A SANITARY SEWER LIFT STATION SITE.

(E) LOT 26 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR RECYCLING CENTER SITE.

(F) LOT 27 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR WATER TREATMENT/WELL SITE.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP
A WASHINGTON LIMITED PARTNERSHIP

BY: Brian Moore
Vice President

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF PLACER

ON April 15th, 2020 BEFORE ME, Renee C. Kelty, A NOTARY PUBLIC

PERSONALLY APPEARED – Brian Moore –

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/~~SHE/THEY~~ EXECUTED THE SAME IN HIS/~~HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS/~~HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. *

WITNESS MY HAND AND OFFICIAL SEAL.

Renee C. Kelty
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: 4/21/2021 MY COMMISSION NUMBER: 2192761

* OF CALIFORNIA THAT THE - KK

SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOTS 21, 26 AND 27 AS DEDICATED HEREON, TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP
A WASHINGTON LIMITED PARTNERSHIP

ADDRESS: 3001 DOUGLAS BLVD., SUITE 200
ROSEVILLE, CA 95661

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, IN JANUARY, 2019, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: Paul Ferguson
PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: 4.13.20

LICENSED LAND SURVEYOR
PAUL FERGUSON, JR
3.31.22
No. 9265
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: 4/16/20

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: 4/16/20

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-21
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION", BUT REJECTS AT THIS TIME ON BEHALF OF THE PUBLIC, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS, AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENT LISTED HEREON WITHIN NOTE 3 ON SHEET 2.

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

DATE: 4/16/2020 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2020, AT _____ .M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Rycn Ronco
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: 2020-0051034

BY: _____ DEPUTY

FEE: $ 126.00

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

APRIL 2020

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 1 OF 15

18431.RST

SEE SHEET 2 FOR TRUSTEE'S STATEMENT AND ACKNOWLEDGMENT

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-34783, OFFICIAL RECORDS OF PLACER COUNTY, AGAINST THE LAND HEREIN SHOWN CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: _____ - Robin Nieto
Vice President

BY: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON April 15, 2020 BEFORE ME, V. Murphy, A NOTARY PUBLIC

PERSONALLY APPEARED Robin Nieto

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE V. Murphy PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: Dec. 29, 2022 MY COMMISSION NUMBER: 2260921 60

NOTES:

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
2. TOTAL AREA FOR THIS SUBDIVISION IS 461.327± ACRES, CONSISTING OF 18 LARGE LOTS, 1 COMMERCIAL LOT, 7 LANDSCAPE LOTS, 2 PUBLIC PARK LOTS, 2 PUBLIC OPEN SPACE LOTS , 1 CITY SANITARY SEWER LIFT STATION LOT, 1 CITY RECYCLING CENTER LOT AND 1 CITY WATER TREATMENT/WELL LOT.
3. PURSUANT TO GOVERNMENT CODE SECTION 66434(G), THE FOLLOWING PUBLIC EASEMENT IS HEREBY ABANDONED:

   a. HIGHWAY EASEMENT DEED TO THE COUNTY OF PLACER RECORDED IN BOOK 3841, AT PAGE 544, O.R.P.C., LYING WITHIN LOTS 6 AND 7, AND BLUE OAKS BOULEVARD.
4. THIS PROPERTY IS SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES AND INCIDENTAL PURPOSES RECORDED ON SEPTEMBER 14, 1981 AS INSTRUMENT NO. 35702, IN BOOK 2431, AT PAGE 645, O.R.
5. THIS PROPERTY IS SUBJECT TO THE PROVISIONS OF A REPORT OF A MINOR SUBDIVISION, SUBDIVISIONS NO. P-75146, FOR THE PAYMENT OF FEES TO RELIEVE OVERCROWDING OF SCHOOL SERVING THE AREA RECORD ON MARCH 5, 1990 IN BOOK 3841, AT PAGE 538, O.R.
6. THIS PROPERTY IS SUBJECT TO THE THE TERMS AND PROVISIONS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GRANITE BAY INVESTORS II, LLC, PHILLIPS ROAD 160 INVESTORS LIMITED PARTNERSHIP, PHILLIPS ROAD LAND, LLC, J & KD ENTERPRISES, LLC, SOULE INVESTMENTS, LLC, BENNETT WEST ROSEVILLE, LLC, DECOU WEST ROSEVILLE, LLC, BLUE OAKS - ROSEVILLE, LP, AND CHUANG RELATIVE TO THE CREEKVIEW SPECIFIC PLAN" RECORDED ON NOVEMBER 28, 2012 AS INSTRUMENT NO. 2012-0113752, O.R. AND THE SUBSEQUENT ASSIGNMENTS OF DEVELOPMENT AGREEMENT AS FOLLOWS:

   a. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM CHUANG FAMILY PARTNERSHIP, A CALIFORNIA PARTNERSHIP, FELIX CHUANG AND MARK CHUANG TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0015249. O.R.

   b. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM PHILLIPS ROAD 160 INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0015249. O.R.

   c. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM PHILLIPS ROAD LAND, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SOULE INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND J & KED ENTERPRISES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0034780 O.R.

   d. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM BENNETT WEST ROSEVILLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND DECOU WEST ROSEVILLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0034781 O.R.

   e. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM BLUE OAKS-ROSEVILLE, LP, A WASHINGTON LIMITED PARTNERSHIP, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0034782 O.R.
7. THIS PROPERTY IS SUBJECT TO THAT DOCUMENT ENTITLED "ASSIGNMENT OF LEASES, RENTS AND PURCHASE AGREEMENTS" RECORDED MAY 24, 2019 AS INSTRUMENT NO. 2019-0034784, O.R.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS N 89°30'20" E AS SHOWN ON THE SOUTH LINE OF SECTION 14 PER THAT CERTAIN FINAL MAP ENTITLED "WESTPARK - PHASE 4 LARGE LOT SUBDIVISION" FILED FOR RECORD ON AUGUST 16, 2013 IN BOOK CC OF MAPS, AT PAGE 53, PLACER COUNTY RECORDS.

REFERENCES:

(1) DOC.# 2019-0050337 (LLA)
(2) 9 R.S. 56
(3) 17 P.M. 102
(4) 18 R.S. 15
(5) 18 R.S. 64
(6) BB MAPS 88
(7) CC MAPS 53
(8) EE MAPS 51

LEGEND:

○	DIMENSION POINT
●	FOUND MONUMENT AS NOTED
◆	FOUND SECTION CORNER AS NOTED
▪	FOUND QUARTER CORNER AS NOTED
⌀	SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265"
⊙	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
AC.	ACRES
BNDY	BOUNDARY
B.P.E.	BIKE PATH EASEMENT
B.S.E.	BUS SHELTER EASEMENT
C.E.	CONSTRUCTION EASEMENT
ESMT	EASEMENT
E.V.A.E.	EMERGENCY VAEHICLE ACCESS EASEMENT
FD	FOUND
IOD/ROW	IRREVOCABLE OFFER OF DEDICATION/RIGHT-OF-WAY
I.P.	IRON PIPE
LLA	LOT LINE ADJUSTMENT
OD	OUTSIDE DIAMETER
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
PGE	PACIFIC GAS AND ELECTRIC COMPANY
P.M.	PARCEL MAP
P.U.E.	PUBLIC UTILITY EASEMENT
R.S.	RECORD OF SURVEY
(R)	RADIAL BEARING
S.F.	SQUARE FEET
(X)	SHEET INDEX
———	BOUNDARY
———	LOT LINE
- - - - - -	ADJACENT PROPERTY
———	RIGHT-OF-WAY
– – – – –	EASEMENT/I.O.D.
—— – ——	EASEMENT/I.O.D.

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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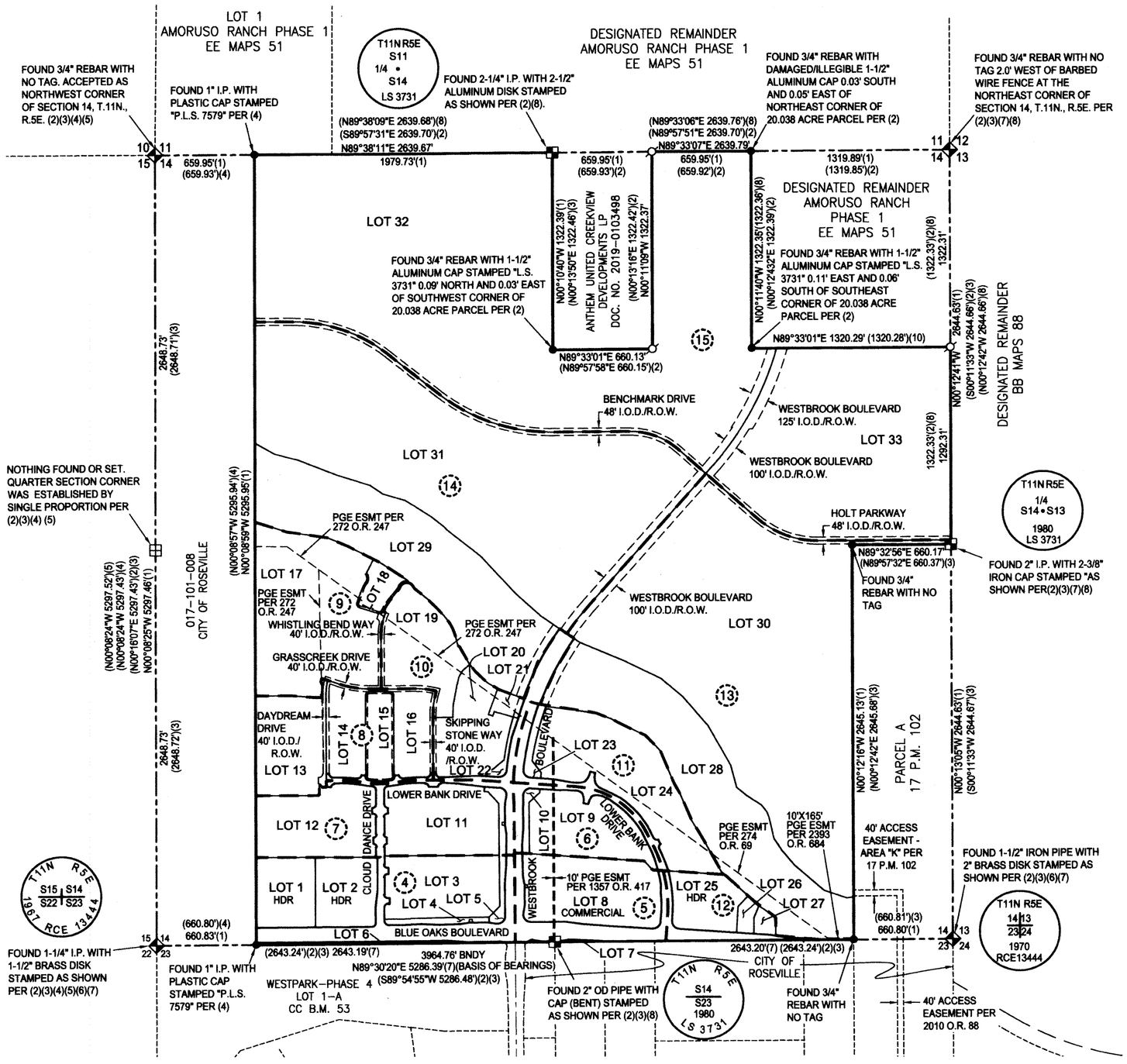

LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
1	C-41	C-41
2	C-42	C-42
3	C-25	C-25
4	LC-1	LC-1
5	LC-2	LC-2
6	LC-10	LC-10
7	LC-11	LC-11
8	C-70	C-70
9	C-17	C-17
10	LC-12	LC-12
11	C-24	C-24
12	C-23	C-23
13	C-13	C-13
14	C-14	C-14
15	C-63	C-63
16	C-15	C-15
17	C-12	C-12
18	C-62	C-62
19	C-11	C-11
20	C-10	C-10
21	C-82	C-82
22	LC-3	LC-3
23	LC-4	LC-4
24	C-16	C-16
25	C-43	C-43
26	C-83	C-83
27	C-84	C-84
28	C-54	C-54
29	C-53	C-53
30	-	-
31	-	-
32	-	-
33	-	-

0 250 500 1000

SCALE: 1"=500'

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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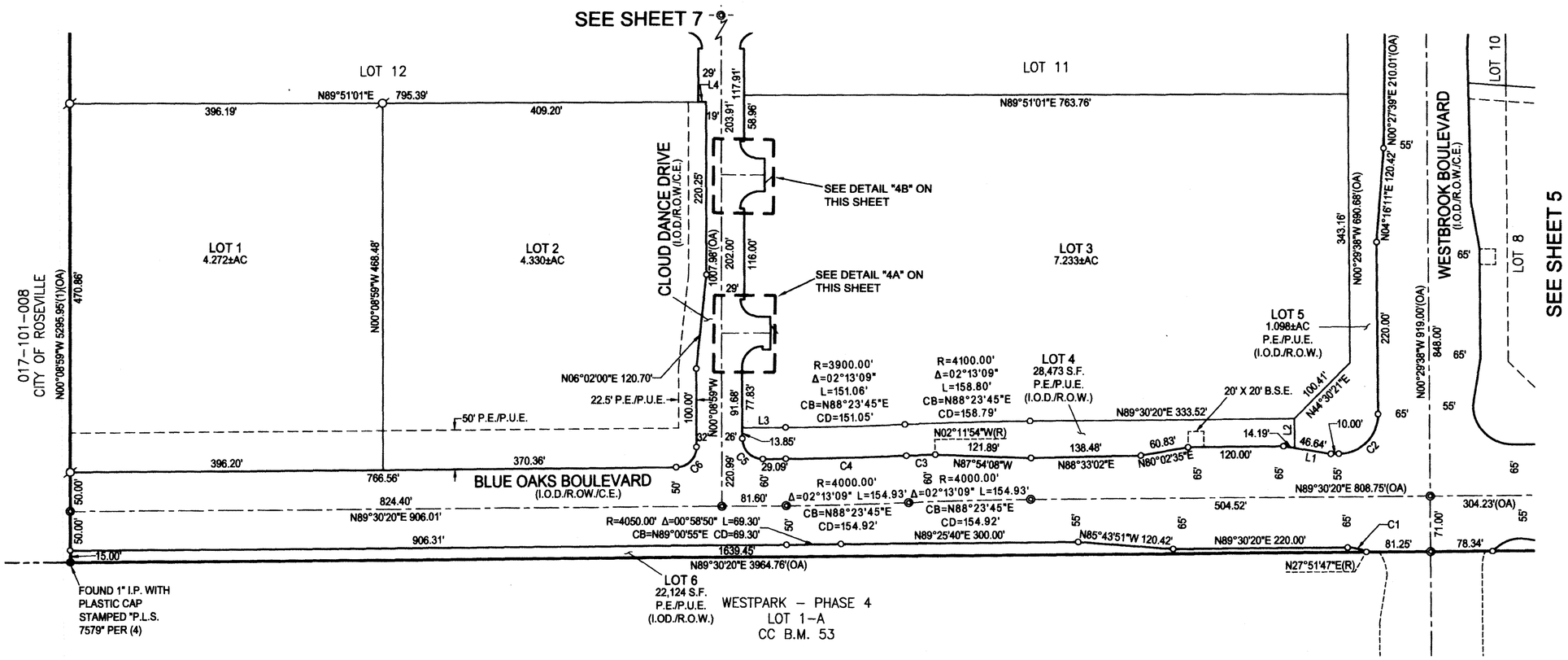
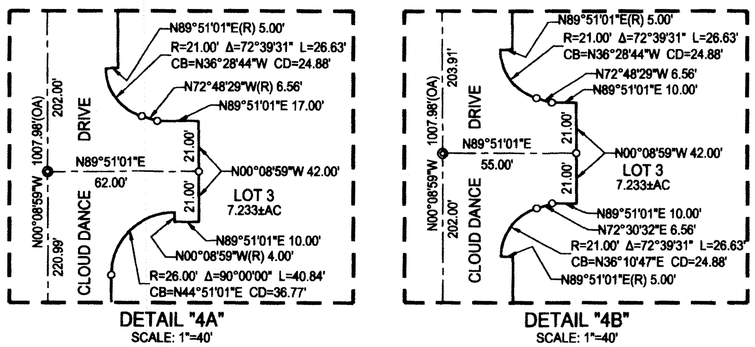
SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



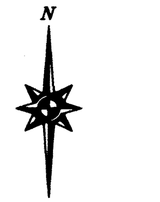


DETAIL "4A"
SCALE: 1"=40'

DETAIL "4B"
SCALE: 1"=40'

Line Table		
Line #	Bearing	Length
L1	N81°01'56"W	60.83'
L2	N00°29'40"W	37.33'
L3	N89°30'20"E	55.00'
L4	N89°51'01"E	10.00'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	50.00'	28°21'27"	24.75'	N76°18'56"W	24.49'
C2	50.00'	89°59'58"	78.54'	N44°30'21"E	70.71'
C3	4060.00'	00°30'56"	36.52'	N87°32'39"E	36.52'
C4	3940.00'	02°13'09"	152.61'	N88°23'45"E	152.60'
C5	26.00'	90°20'42"	41.00'	N45°19'19"W	36.88'
C6	26.00'	89°39'18"	40.68'	N44°40'41"E	36.66'



0 50 100 200
SCALE:1"=100'

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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APRIL 2020

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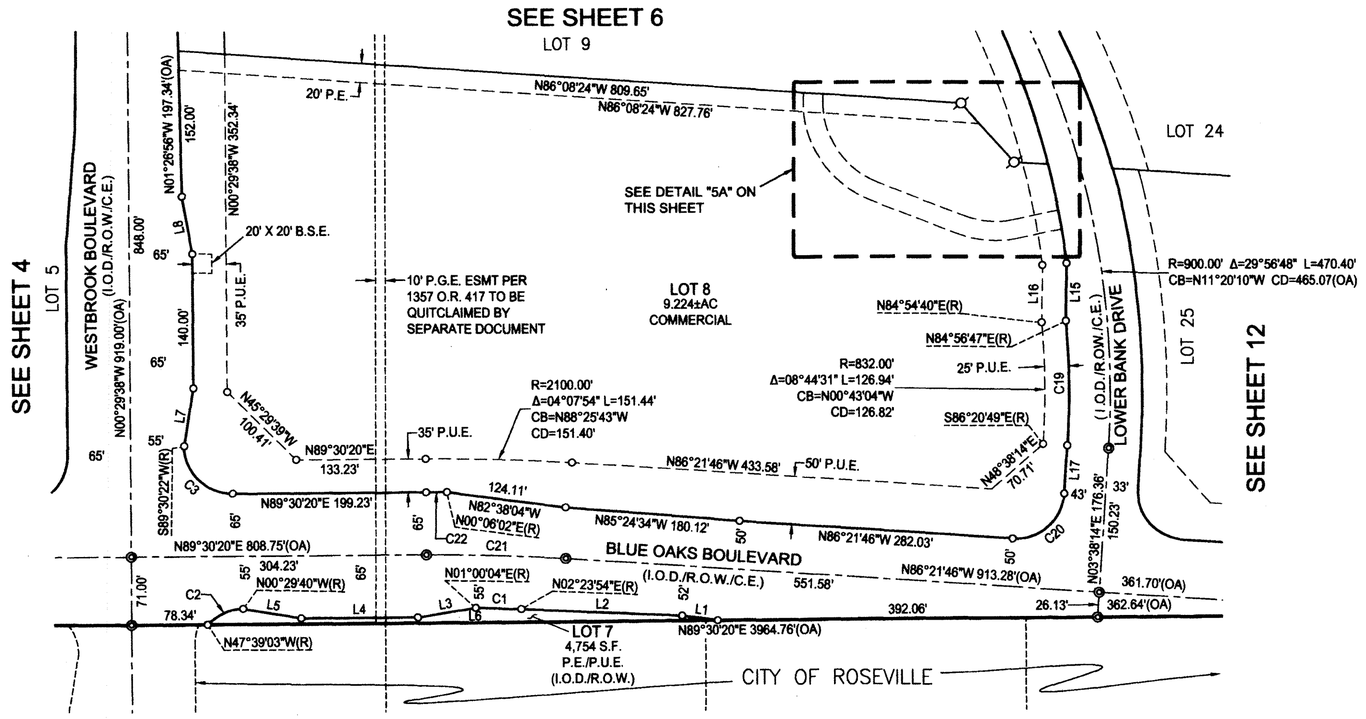
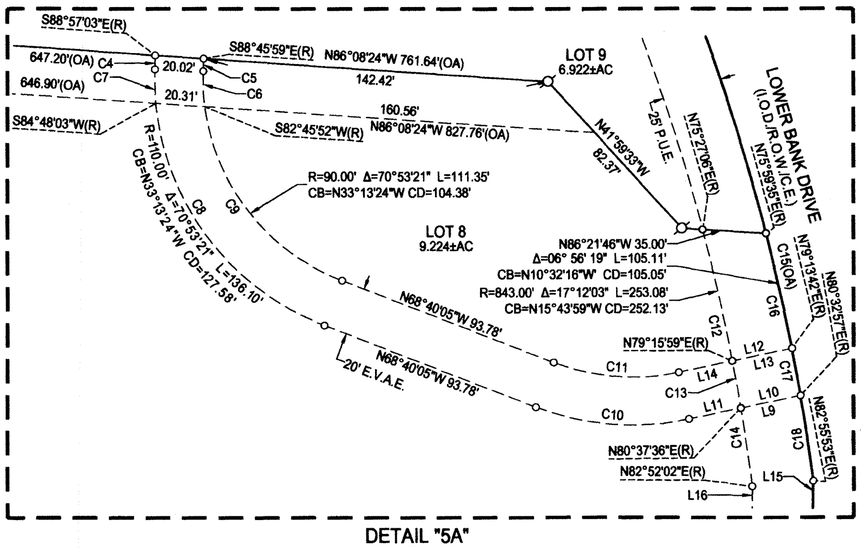
SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



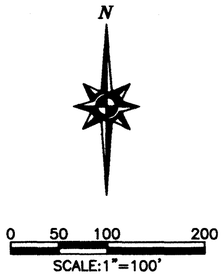
Line Table		
Line #	Bearing	Length
L1	N82°29'17"W	37.05'
L2	N87°36'06"W	165.67'
L3	N80°39'36"E	60.72'
L4	N89°30'20"E	120.00'
L5	N81°01'56"W	60.83'
L6	N89°30'20"E	526.20'
L7	N08°58'06"E	60.83'
L8	N10°15'56"W	60.88'
L9	N77°56'30"E	47.09'
L10	N77°56'30"E	25.03'
L11	N77°56'30"E	22.06'
L12	N77°56'30"E	47.77'
L13	N77°56'30"E	25.00'
L14	N77°56'30"E	22.77'
L15	N00°46'21"E	60.00'
L16	N00°47'55"E	59.56'
L17	N03°38'14"E	50.23'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	1945.00'	01°23'50"	47.43'	N88°18'01"W	47.43'
C2	50.00'	47°09'23"	41.15'	N65°55'38"E	40.00'
C3	50.00'	90°00'02"	78.54'	N45°29'39"W	70.71'
C4	285.00'	01°10'19"	5.83'	N01°38'07"E	5.83'
C5	305.00'	00°59'15"	5.26'	N01°43'39"E	5.26'
C6	90.00'	09°27'24"	14.85'	N02°30'26"W	14.84'
C7	110.00'	07°25'14"	14.25'	N01°29'21"W	14.24'
C8	110.00'	63°28'07"	121.85'	N36°56'01"W	115.72'
C9	90.00'	61°25'57"	96.50'	N37°57'06"W	91.94'
C10	110.00'	33°23'25"	64.10'	N85°21'47"W	63.20'
C11	90.00'	33°23'25"	52.45'	N85°21'47"W	51.71'
C12	843.00'	03°48'53"	56.13'	N12°38'27"W	56.12'
C13	843.00'	01°21'37"	20.01'	N10°03'12"W	20.01'
C14	843.00'	02°14'27"	32.97'	N08°15'11"W	32.97'
C15	868.00'	17°17'37"	261.99'	N15°42'55"W	261.00'
C16	868.00'	03°14'07"	49.01'	N12°23'22"W	49.01'
C17	868.00'	01°19'15"	20.01'	N10°06'40"W	20.01'
C18	868.00'	02°22'57"	36.09'	N08°15'34"W	36.09'
C19	857.00'	08°41'28"	130.00'	N00°42'30"W	129.87'
C20	50.00'	90°00'00"	78.54'	N48°38'14"E	70.71'
C21	2000.00'	04°07'54"	144.23'	N88°25'43"W	144.19'
C22	2065.00'	00°35'42"	21.45'	N89°48'11"E	21.45'



DETAIL "5A"
SCALE: 1"=40'

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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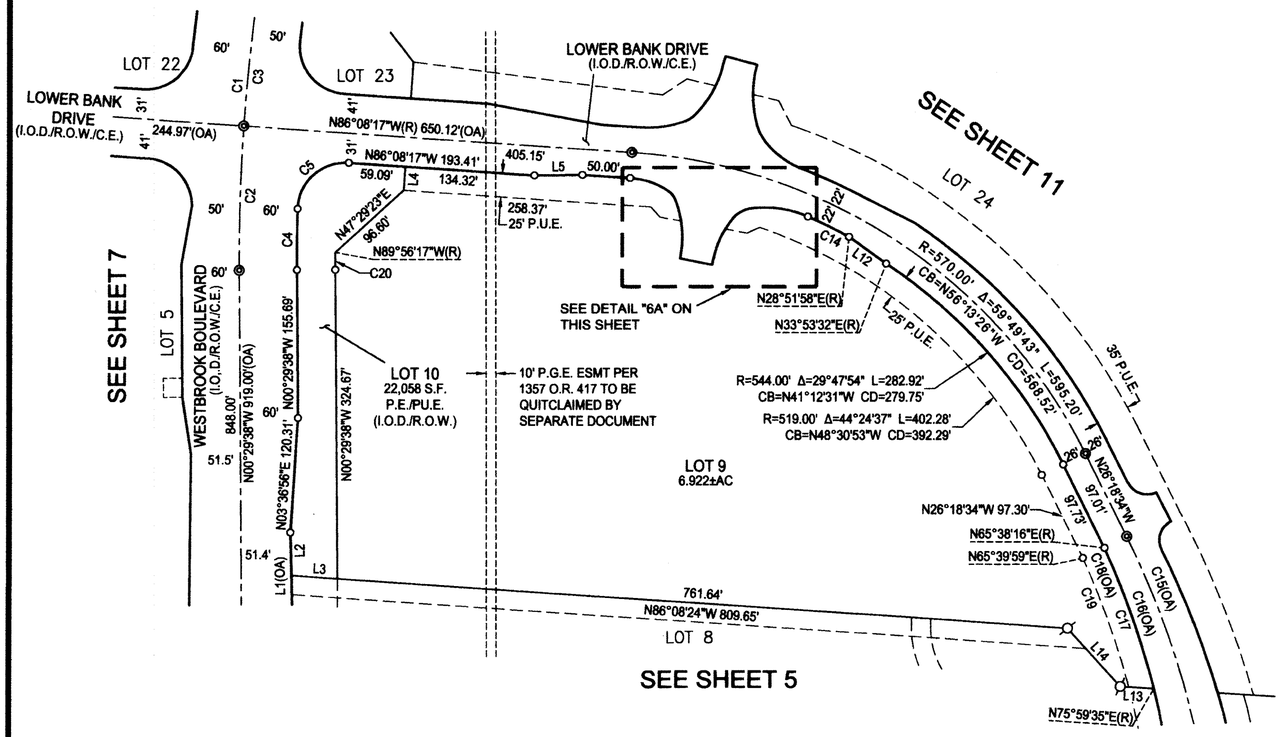
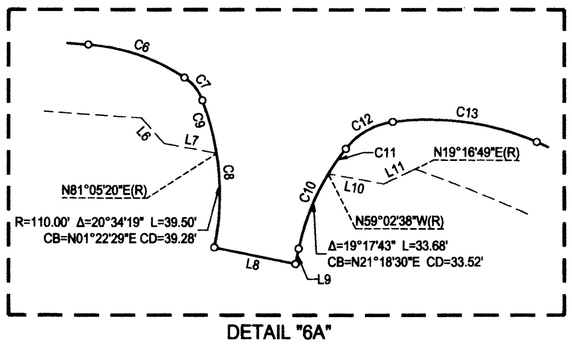
APRIL 2020

18431.RST

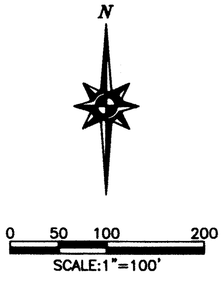


Line Table		
Line #	Bearing	Length
L1	N01°26'56"W	197.34'
L2	N01°26'56"W	45.34'
L3	N86°08'24"W	48.00'
L4	N03°51'43"E	25.00'
L5	N89°17'17"E	50.16'
L6	N41°08'17"W	14.14'
L7	N79°27'57"W	22.03'
L8	N78°20'22"W(R)	34.00'
L9	N11°39'38"E	6.52'
L10	N79°27'57"W	23.35'
L11	N64°38'11"E	14.36'
L12	N53°50'59"W	48.05'
L13	N86°21'46"W	35.00'
L14	N41°59'33"W	82.37'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C2	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C3	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'
C4	1940.00'	01°53'58"	64.32'	N00°27'21"E	64.32'
C5	50.00'	92°27'23"	80.68'	N47°38'02"E	72.21'
C6	80.00'	30°28'00"	42.54'	N70°54'17"W	42.04'
C7	20.00'	34°50'33"	12.16'	N38°15'00"W	11.98'
C8	110.00'	32°29'22"	62.38'	N04°35'03"W	61.54'
C9	110.00'	11°55'03"	22.88'	N14°52'12"W	22.84'
C10	100.00'	26°34'24"	46.38'	N24°56'50"E	45.96'
C11	100.00'	07°16'41"	12.70'	N34°35'42"E	12.69'
C12	30.00'	43°59'00"	23.03'	N60°13'33"E	22.47'
C13	110.00'	31°37'22"	60.71'	N81°58'16"W	59.94'
C14	548.00'	05°01'33"	48.07'	N63°38'48"W	48.05'
C15	900.00'	29°56'48"	470.40'	N11°20'10"W	465.07'
C16	868.00'	17°17'37"	261.99'	N15°42'55"W	261.00'
C17	868.00'	10°21'19"	156.88'	N19°11'04"W	156.66'
C18	843.00'	17°12'03"	253.08'	N15°43'59"W	252.13'
C19	843.00'	09°47'07"	143.97'	N19°26'27"W	143.80'
C20	1900.00'	00°33'21"	18.43'	N00°12'58"W	18.43'



DETAIL "6A"
SCALE: 1"=40'



FINAL MAP OF

CREEKVIEW - PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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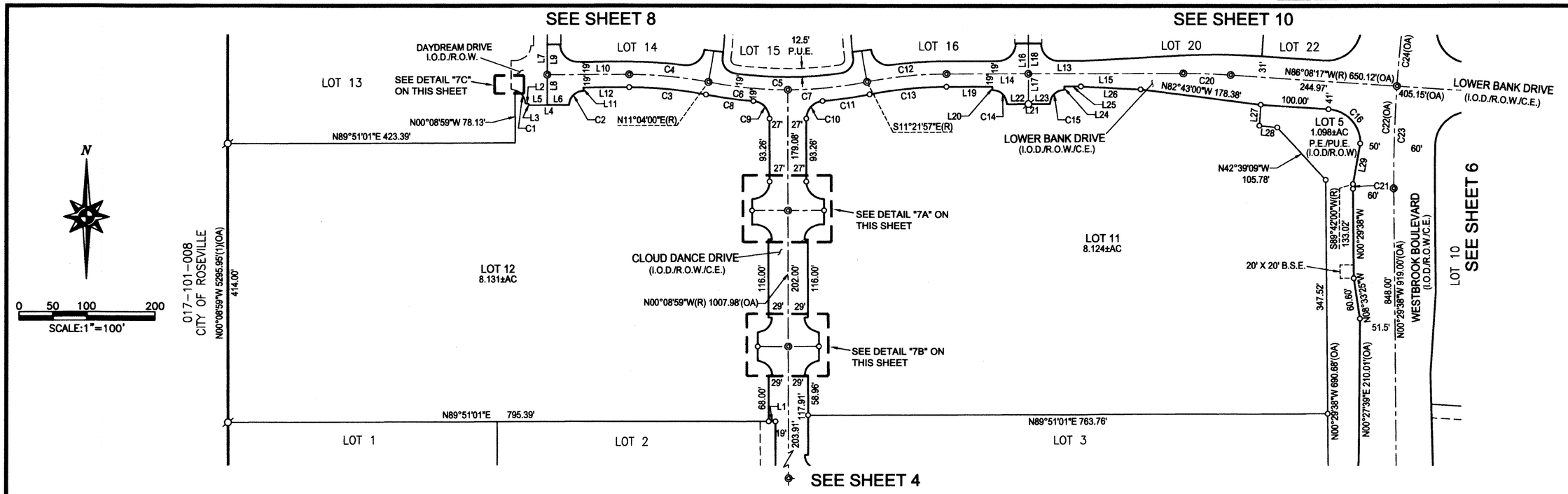
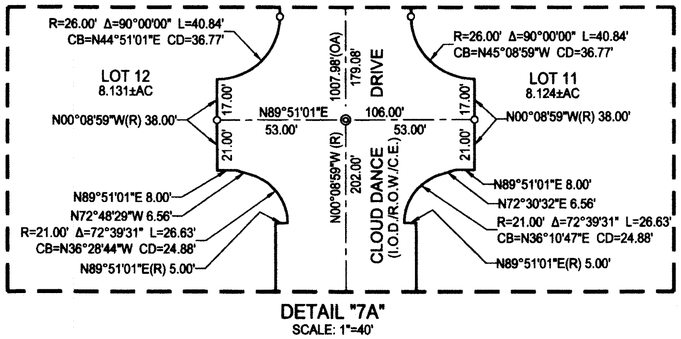
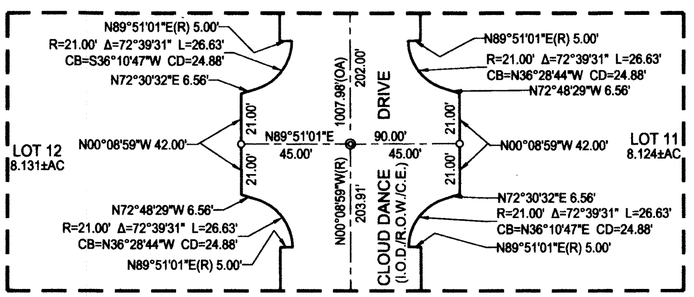




DETAIL "7A"
SCALE: 1"=40'

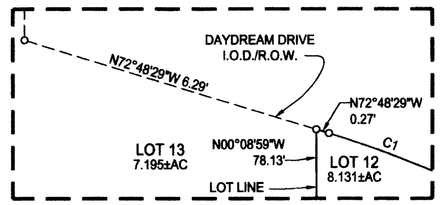


DETAIL "7B"
SCALE: 1"=40'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	21.00'	72°39'31"	26.63'	N36°28'44"W	24.88'
C2	21.00'	90°00'00"	32.99'	N44°51'01"E	29.70'
C3	581.00'	11°12'59"	113.74'	N84°32'29"W	113.56'
C4	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C5	600.00'	22°25'58"	234.91'	N89°51'01"E	233.42'
C6	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C7	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C8	619.00'	06°30'11"	70.26'	N82°11'05"W	70.22'
C9	26.00'	85°17'12"	38.70'	N42°47'35"W	35.23'
C10	26.00'	85°17'12"	38.70'	N42°29'37"E	35.23'
C11	619.00'	06°30'11"	70.26'	N81°53'08"E	70.22'
C12	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C13	581.00'	11°12'59"	113.74'	N84°14'32"E	113.56'
C14	21.00'	90°00'00"	32.99'	N45°08'59"W	29.70'
C15	21.00'	90°00'00"	32.99'	N44°51'01"E	29.70'
C16	50.00'	87°30'59"	76.37'	N42°22'48"W	69.16'
C20	1000.00'	04°00'41"	70.01'	N88°08'38"W	70.00'
C21	2060.00'	00°11'39"	6.98'	N00°23'49"W	6.98'
C22	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C23	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C24	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'

Line Table		
Line #	Bearing	Length
L1	N89°51'01"E	10.00'
L2	N89°51'01"E(R)	5.00'
L3	N00°08'59"W	2.00'
L4	N89°51'01"E(R)	59.00'
L5	N89°51'01"E	27.00'
L6	N89°51'01"E(R)	32.00'
L7	N00°08'59"W	631.42'
L8	N00°08'59"W	45.00'
L9	N00°08'59"W	45.00'
L10	N89°51'01"E(R)	120.58'
L11	N00°08'59"W	5.00'
L12	N89°51'01"E	67.58'
L13	N89°51'01"E	347.88'
L14	N89°51'01"E	120.58'
L15	N89°51'01"E	227.29'
L16	N00°08'59"W	90.00'
L17	N00°08'59"W	45.00'
L18	N00°08'59"W	45.00'
L19	N89°51'01"E	67.58'
L20	N00°08'59"W	5.00'

Line Table		
Line #	Bearing	Length
L21	N89°51'01"E(R)	64.00'
L22	N89°51'01"E(R)	32.00'
L23	N89°51'01"E(R)	32.00'
L24	N00°08'59"W(R)	5.00'
L25	N89°51'01"E	24.38'
L26	N87°08'59"W	87.07'
L27	N03°51'43"E	31.34'
L28	N84°33'18"W	26.32'
L29	N09°58'16"E	61.01'



DETAIL "7C"
NTS

FINAL MAP OF

CREEKVIEW - PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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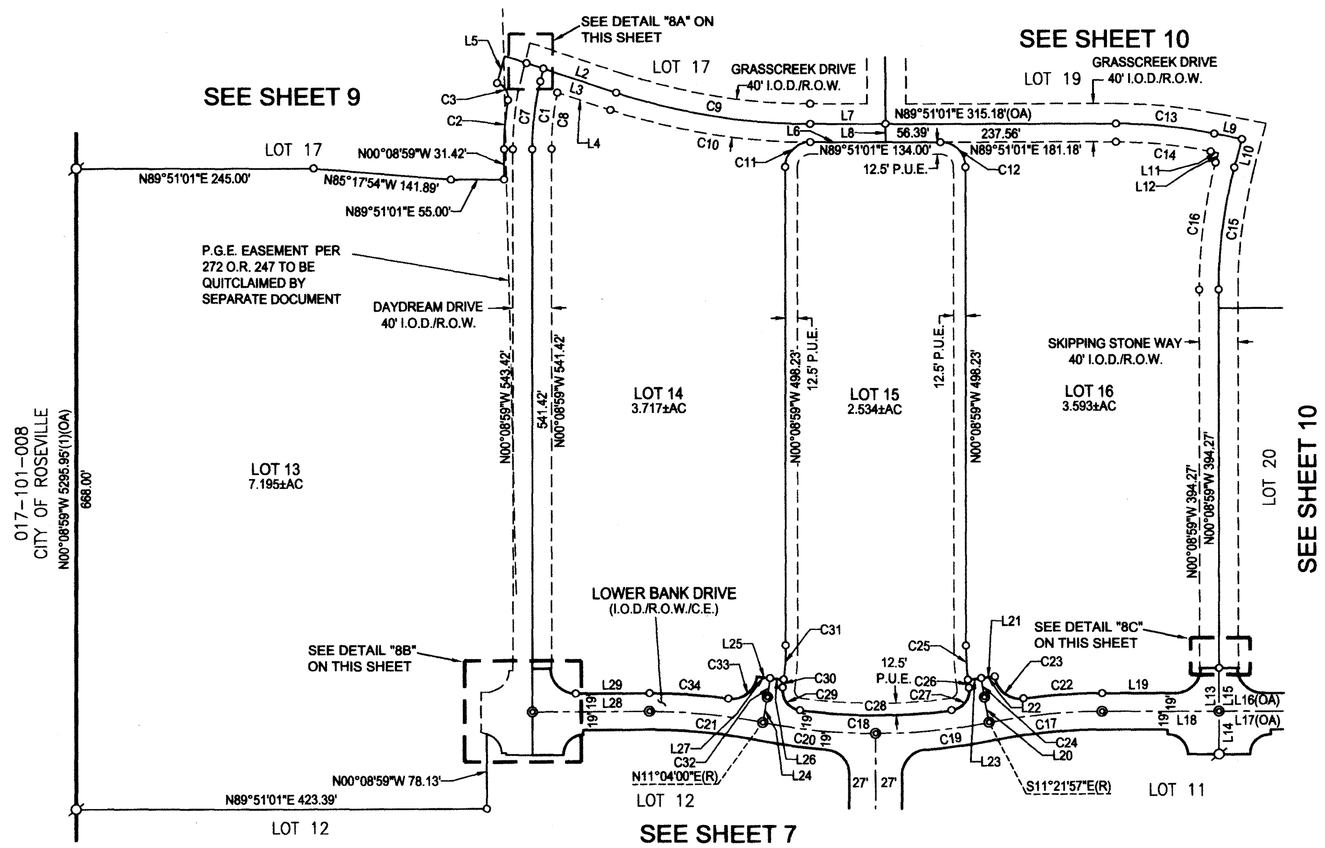
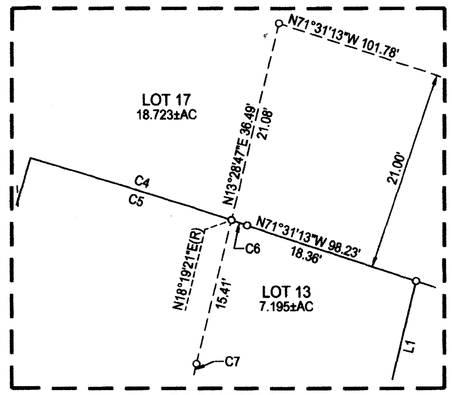


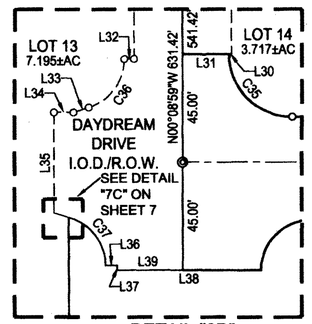
Line Table		
Line #	Bearing	Length
L1	N13°28'47"E	13.66'
L2	N71°31'13"W	98.23'
L3	N71°31'13"W	79.87'
L4	N71°31'13"W	58.04'
L5	N16°20'12"E(R)	29.00'
L6	N89°51'01"E	77.61'
L7	N89°51'01"E	77.61'
L8	N00°08'59"W	19.00'
L9	N78°25'28"W	28.98'
L10	N14°34'32"E	30.45'
L11	N78°25'28"W	7.96'
L12	N14°34'32"E	10.37'
L13	N00°08'59"W	90.00'
L14	N00°08'59"W	45.00'
L15	N00°08'59"W	45.00'

Line Table		
Line #	Bearing	Length
L16	N89°51'01"E	347.88'
L17	N89°51'01"E	227.29'
L18	N89°51'01"E	120.58'
L19	N89°51'01"E	75.58'
L20	N10°29'21"W	26.95'
L21	N83°20'20"E(R)	28.00'
L22	N83°20'20"E(R)	14.00'
L23	N83°20'20"E(R)	14.00'
L24	N10°11'24"E	26.95'
L25	N83°38'17"W(R)	28.00'
L26	N83°38'17"W(R)	14.00'
L27	N83°38'17"W(R)	14.00'
L28	N89°51'01"E	120.58'
L29	N89°51'01"E	75.58'
L30	N89°51'01"E(R)	1.00'

Line Table		
Line #	Bearing	Length
L31	N89°51'01"E(R)	19.00'
L32	N89°51'01"E(R)	4.00'
L33	N72°30'32"E	6.56'
L34	N89°51'01"E	8.00'
L35	N00°08'59"W	42.00'
L36	N89°51'01"E(R)	5.00'
L37	N00°08'59"W	2.00'
L38	N89°51'01"E	59.00'
L39	N89°51'01"E	27.00'



DETAIL "8A"
SCALE: 1"=10'



DETAIL "8B"
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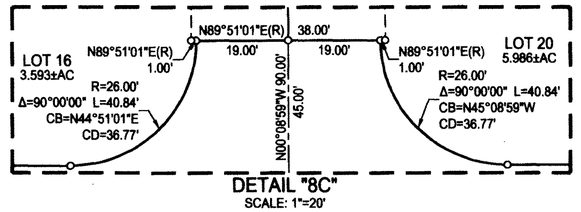
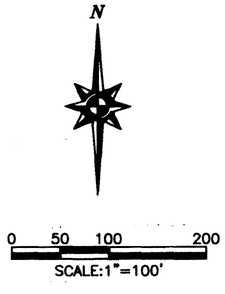


DETAIL "8C"
SCALE: 1"=20'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	300.00'	13°37'45"	71.36'	N06°39'54"E	71.19'
C2	329.00'	08°57'35"	51.45'	N04°19'49"E	51.40'
C3	16.00'	82°28'24"	23.03'	N32°25'36"W	21.09'
C4	625.00'	02°08'34"	23.38'	N72°35'31"W	23.37'
C5	625.00'	01°59'09"	21.66'	N72°40'13"W	21.66'
C6	625.00'	00°09'26"	1.72'	N71°35'56"W	1.72'
C7	320.00'	13°37'45"	76.12'	N06°39'54"E	75.94'
C8	280.00'	12°09'40"	59.43'	N05°55'51"E	59.32'
C9	625.00'	18°37'45"	203.21'	N80°50'06"W	202.32'
C10	644.00'	18°37'45"	209.39'	N80°50'06"W	208.47'
C11	26.00'	90°00'00"	40.84'	N44°51'01"E	36.77'
C12	26.00'	90°00'00"	40.84'	N45°08'59"W	36.77'
C13	500.00'	11°43'31"	102.32'	N84°17'13"W	102.14'
C14	481.00'	11°43'31"	98.43'	N84°17'13"W	98.26'
C15	500.00'	14°43'31"	128.50'	N07°12'47"E	128.15'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C16	520.00'	14°43'31"	133.64'	N07°12'47"E	133.27'
C17	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C18	600.00'	22°25'58"	234.91'	N89°51'01"E	233.42'
C19	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C20	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C21	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C22	619.00'	07°32'57"	81.56'	N86°04'33"E	81.50'
C23	26.00'	91°02'16"	41.31'	N52°10'48"W	37.10'
C24	300.00'	03°49'41"	20.04'	N08°34'31"W	20.04'
C25	314.00'	06°30'42"	35.69'	N03°24'19"W	35.67'
C26	314.00'	01°30'26"	8.26'	N07°24'53"W	8.26'
C27	21.00'	90°17'38"	33.09'	N36°58'42"E	29.77'
C28	581.00'	15°27'01"	156.67'	N89°51'01"E	156.20'
C29	21.00'	90°17'38"	33.09'	N37°16'39"W	29.77'
C30	314.00'	01°30'26"	8.26'	N07°06'56"E	8.26'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C31	314.00'	06°30'42"	35.69'	N03°06'22"E	35.67'
C32	300.00'	03°49'41"	20.04'	N08°16'34"E	20.04'
C33	26.00'	91°02'16"	41.31'	N51°52'51"E	37.10'
C34	619.00'	07°32'57"	81.56'	N86°22'30"W	81.50'
C35	26.00'	90°00'00"	40.84'	N45°08'59"W	36.77'
C36	21.00'	72°39'31"	26.63'	N36°10'47"E	24.88'
C37	21.00'	72°39'31"	26.63'	N36°28'44"W	24.88'



FINAL MAP OF

CREEKVIEW - PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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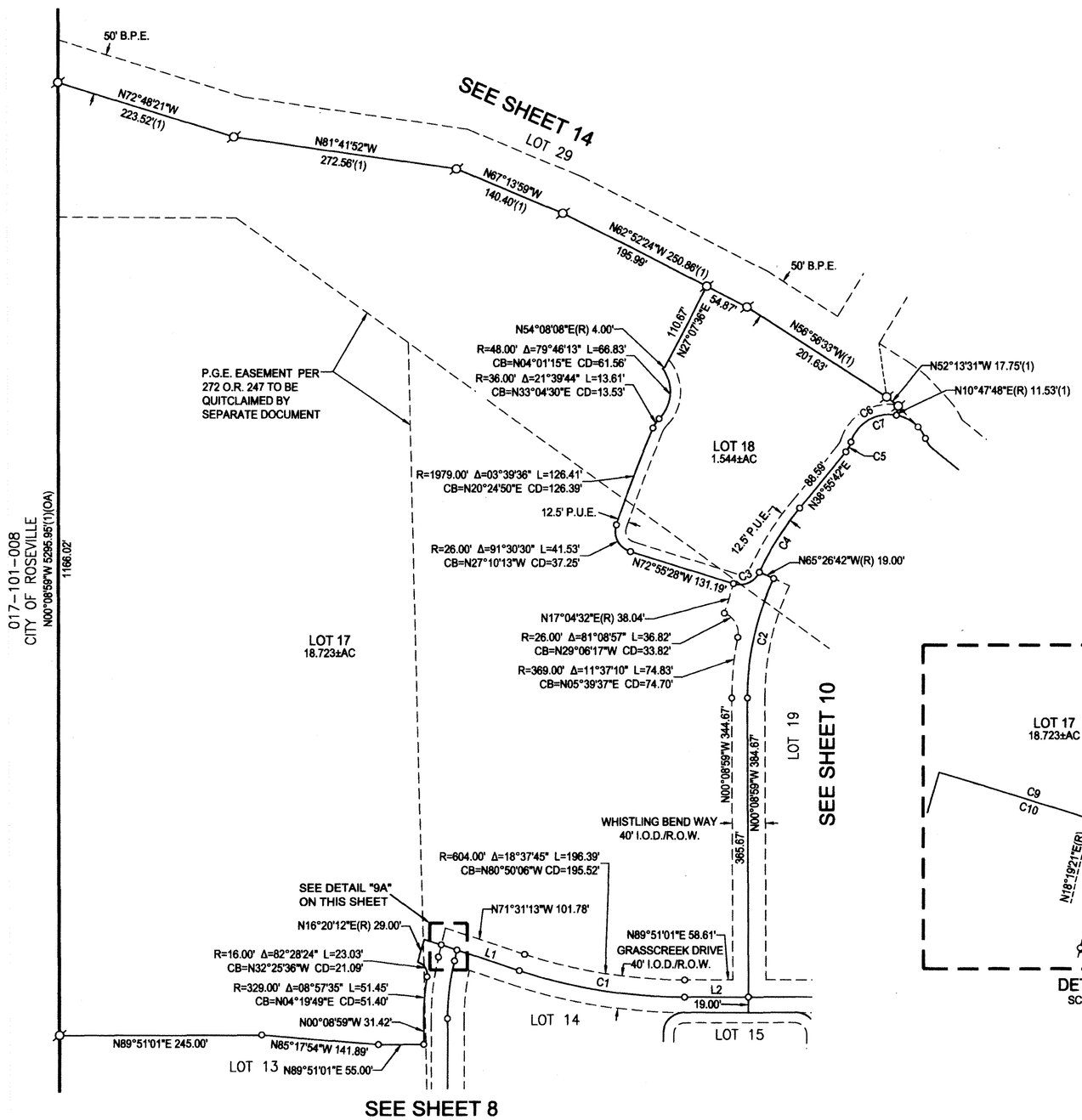
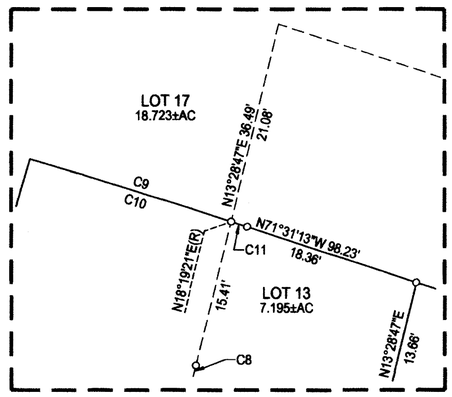
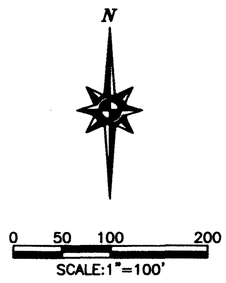


Line Table		
Line #	Bearing	Length
L1	N71°31'13"W	98.23'
L2	N89°51'01"E	77.61'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	625.00'	18°37'45"	203.21'	N80°50'06"W	202.32'
C2	350.00'	24°42'16"	150.91'	N12°12'09"E	149.74'
C3	26.00'	82°31'14"	37.45'	N65°48'55"E	34.29'
C4	369.00'	14°22'25"	92.57'	N31°44'30"E	92.33'
C5	36.00'	21°47'12"	13.69'	N28°02'06"E	13.61'
C6	48.00'	83°39'18"	70.08'	N58°58'09"E	64.02'
C7	48.00'	140°01'45"	117.31'	N87°09'23"E	90.22'
C8	320.00'	13°37'45"	76.12'	N06°39'54"E	75.94'
C9	625.00'	02°08'34"	23.38'	N72°35'31"W	23.37'
C10	625.00'	01°59'09"	21.66'	N72°40'13"W	21.66'
C11	625.00'	00°09'26"	1.72'	N71°35'56"W	1.72'



DETAIL "9A"
SCALE: 1"=10'



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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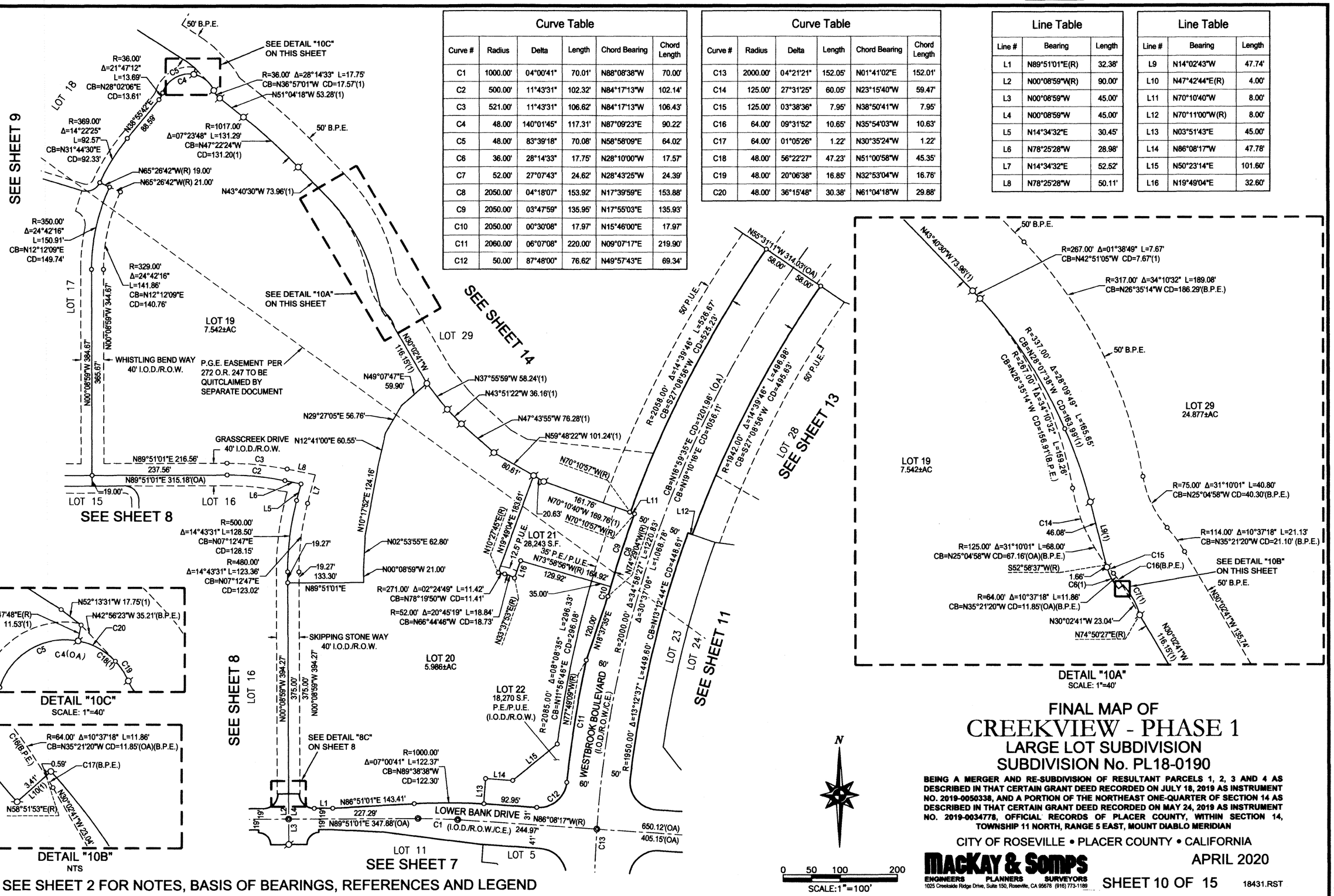
SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	1000.00'	04°00'41"	70.01'	N88°08'38"W	70.00'
C2	500.00'	11°43'31"	102.32'	N84°17'13"W	102.14'
C3	521.00'	11°43'31"	106.62'	N84°17'13"W	106.43'
C4	48.00'	140°01'45"	117.31'	N87°09'23"E	90.22'
C5	48.00'	83°39'18"	70.08'	N58°58'09"E	64.02'
C6	36.00'	28°14'33"	17.75'	N28°10'00"W	17.57'
C7	52.00'	27°07'43"	24.62'	N28°43'25"W	24.39'
C8	2050.00'	04°18'07"	153.92'	N17°39'59"E	153.88'
C9	2050.00'	03°47'59"	135.95'	N17°55'03"E	135.93'
C10	2050.00'	00°30'08"	17.97'	N15°46'00"E	17.97'
C11	2060.00'	06°07'08"	220.00'	N09°07'17"E	219.90'
C12	50.00'	87°48'00"	76.62'	N49°57'43"E	69.34'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C13	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C14	125.00'	27°31'25"	60.05'	N23°15'40"W	59.47'
C15	125.00'	03°38'36"	7.95'	N38°50'41"W	7.95'
C16	64.00'	09°31'52"	10.65'	N35°54'03"W	10.63'
C17	64.00'	01°05'26"	1.22'	N30°35'24"W	1.22'
C18	48.00'	56°22'27"	47.23'	N51°00'58"W	45.35'
C19	48.00'	20°06'38"	16.85'	N32°53'04"W	16.76'
C20	48.00'	36°15'48"	30.38'	N61°04'18"W	29.88'

Line Table		
Line #	Bearing	Length
L1	N89°51'01"E(R)	32.38'
L2	N00°08'59"W(R)	90.00'
L3	N00°08'59"W	45.00'
L4	N00°08'59"W	45.00'
L5	N14°34'32"E	30.45'
L6	N78°25'28"W	28.98'
L7	N14°34'32"E	52.52'
L8	N78°25'28"W	50.11'

Line Table		
Line #	Bearing	Length
L9	N14°02'43"W	47.74'
L10	N47°42'44"E(R)	4.00'
L11	N70°10'40"W	8.00'
L12	N70°11'00"W(R)	8.00'
L13	N03°51'43"E	45.00'
L14	N86°08'17"W	47.78'
L15	N50°23'14"E	101.60'
L16	N19°49'04"E	32.60'



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FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

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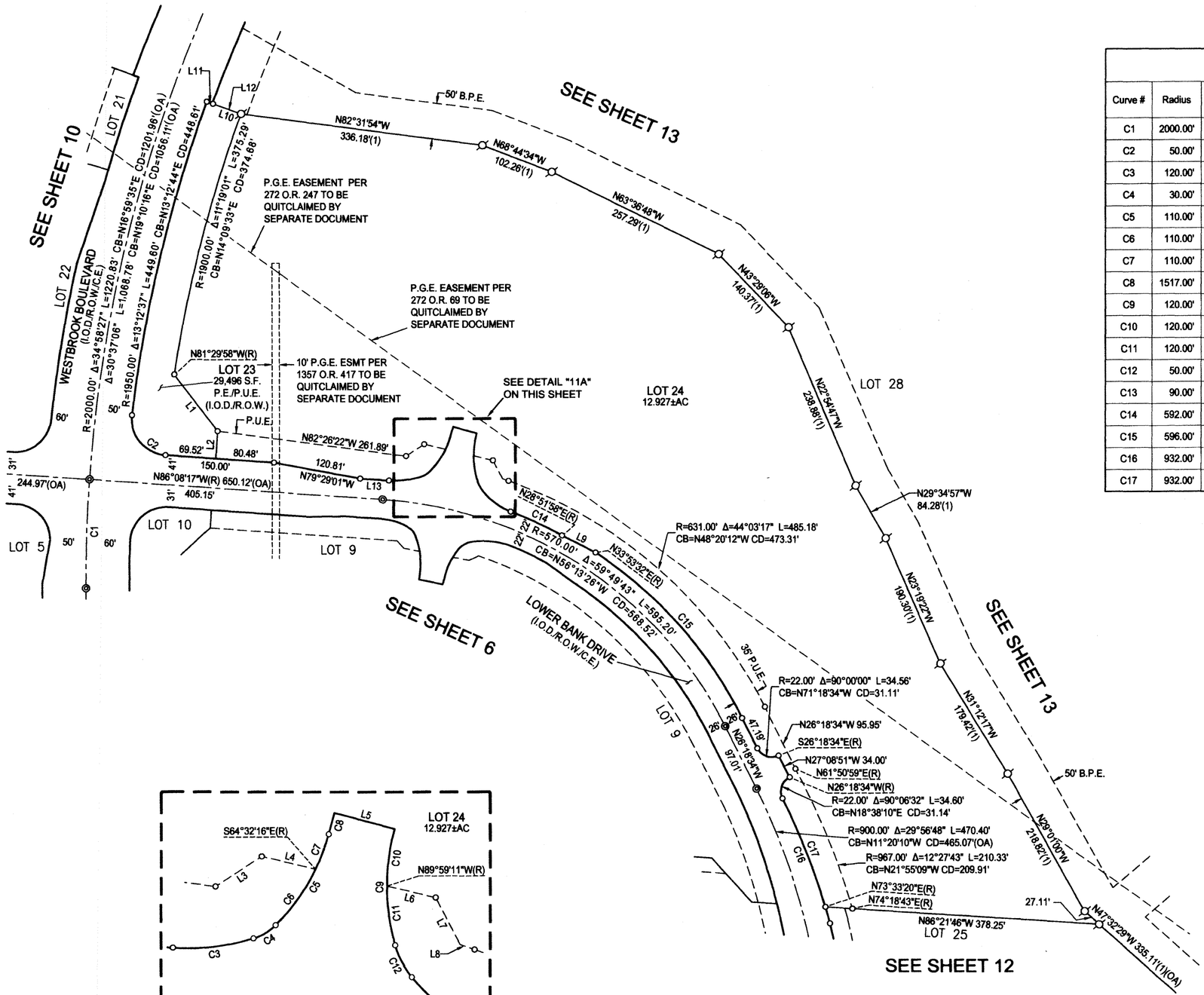

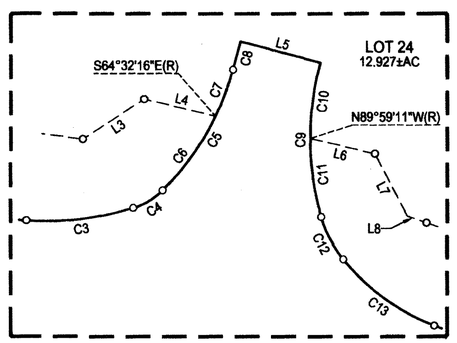

DETAIL "11A"
SCALE: 1"=40'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C2	50.00'	92°44'43"	80.94'	N39°45'56"W	72.38'
C3	120.00'	21°17'00"	44.58'	N83°13'13"E	44.32'
C4	30.00'	27°13'19"	14.25'	N58°58'03"E	14.12'
C5	110.00'	30°36'46"	58.77'	N30°03'01"E	58.08'
C6	110.00'	19°53'39"	38.19'	N35°24'34"E	38.00'
C7	110.00'	10°43'07"	20.58'	N20°06'11"E	20.55'
C8	1517.00'	00°27'46"	12.25'	N14°58'31"E	12.25'
C9	120.00'	31°00'23"	64.94'	N00°17'47"W	64.15'
C10	120.00'	15°11'35"	31.82'	N07°36'36"E	31.73'
C11	120.00'	15°48'48"	33.12'	N07°53'35"W	33.01'
C12	50.00'	22°51'29"	19.95'	N27°13'43"W	19.82'
C13	90.00'	30°01'24"	47.16'	N53°40'10"W	46.62'
C14	592.00'	07°32'50"	77.98'	N64°54'27"W	77.92'
C15	596.00'	29°47'54"	309.97'	N41°12'31"W	306.49'
C16	932.00'	11°26'35"	186.14'	N20°41'49"W	185.83'
C17	932.00'	09°58'26"	162.24'	N21°25'53"W	162.04'

Line Table		
Line #	Bearing	Length
L1	N37°29'50"W	99.09'
L2	N03°51'43"E	38.28'
L3	N56°35'24"E	30.20'
L4	N76°37'47"W	30.42'
L5	N74°47'36"W (R)	34.00'
L6	N76°37'47"W	27.44'
L7	N27°13'29"W	29.19'
L8	N70°21'51"W	8.41'
L9	N63°00'28"W	52.24'
L10	N70°11'00"W (R)	50.00'
L11	N70°11'00"W (R)	8.00'
L12	N70°11'00"W (R)	42.00'
L13	N86°08'17"W	39.88'

N

0 50 100 200

SCALE:1"=100'

FINAL MAP OF

CREEKVIEW - PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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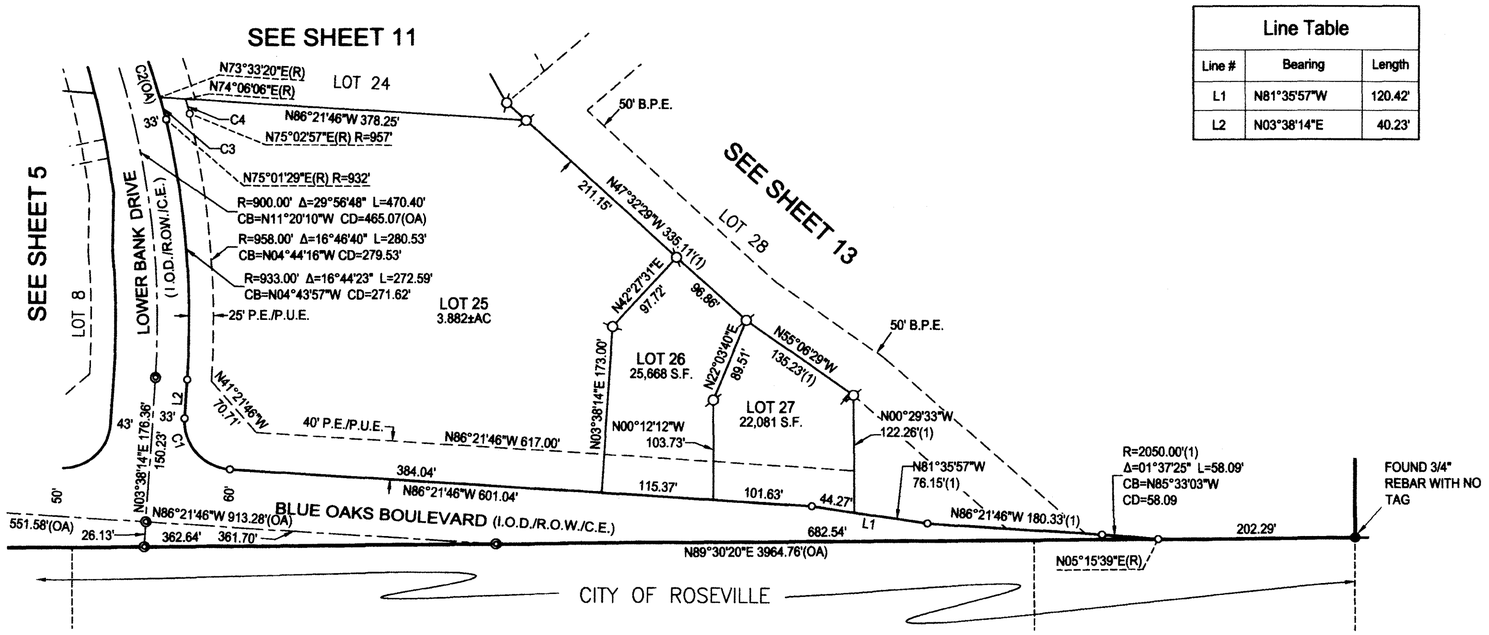
SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



Line Table		
Line #	Bearing	Length
L1	N81°35'57"W	120.42'
L2	N03°38'14"E	40.23'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	50.00'	90°00'00"	78.54'	N41°21'46"W	70.71'
C2	932.00'	11°26'35"	186.14'	N20°41'49"W	185.83'
C3	932.00'	01°28'09"	23.90'	N15°42'36"W	23.90'
C4	957.00'	00°56'51"	15.82'	N15°25'28"W	15.82'

N

0 50 100 200

SCALE:1"=100'

FINAL MAP OF

CREEKVIEW - PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION No. PL18-0190

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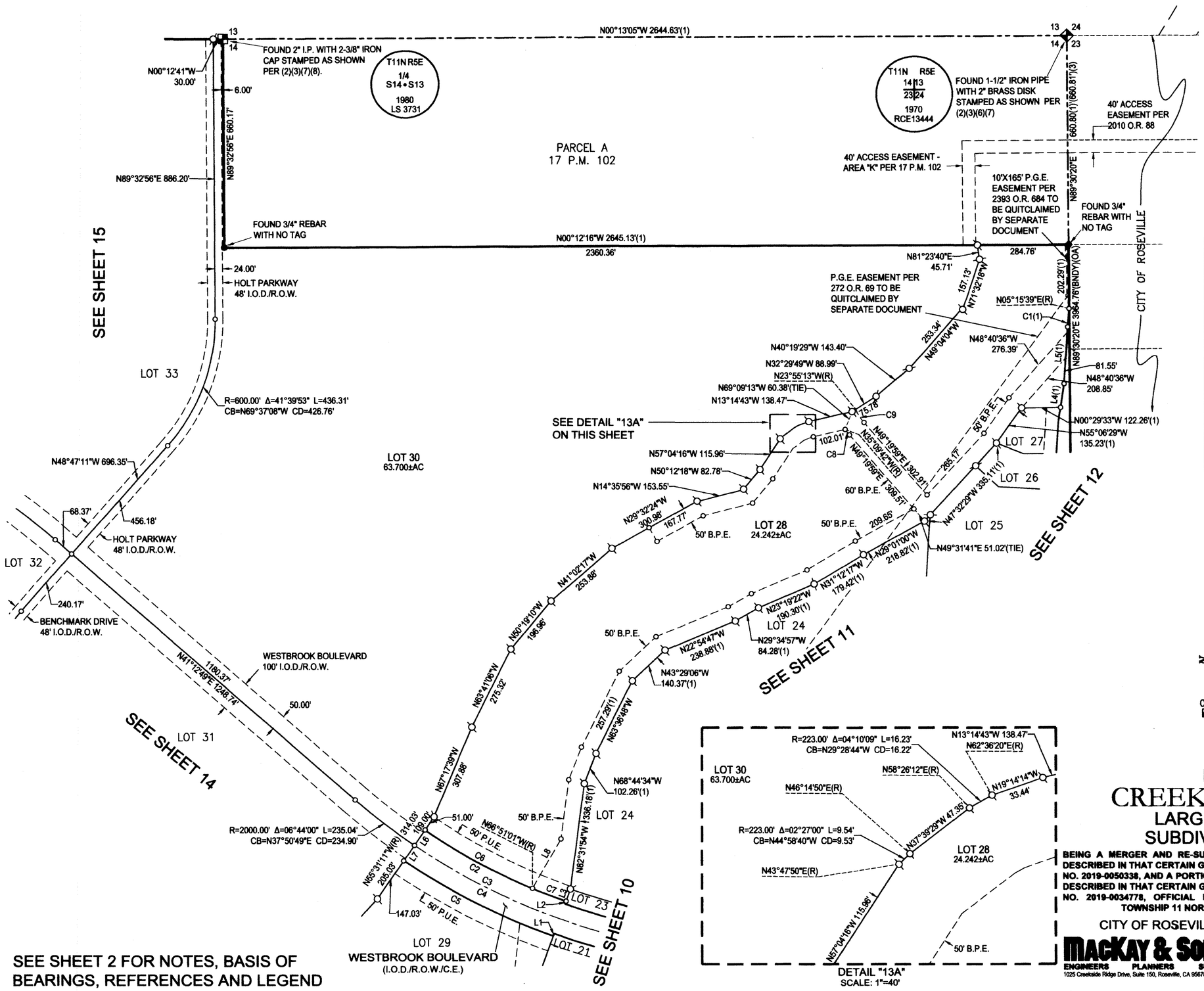
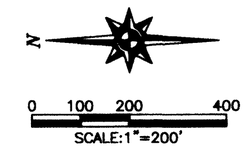


Line Table		
Line #	Bearing	Length
L1	N70°10'40"W	8.00'
L2	N70°11'00"W(R)	8.00'
L3	N70°11'00"W(R)	42.00'
L4	N81°35'57"W	76.15'
L5	N86°21'46"W	180.33'
L6	N55°31'11"W(R)	58.00'
L7	N55°31'11"W(R)	58.00'
L8	N60°09'22"W	180.06'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2050.00'	01°37'25"	58.09'	N85°33'03"W	58.09'
C2	1942.00'	14°39'46"	496.98'	N27°08'56"E	495.63'
C3	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'
C4	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C5	2058.00'	14°39'46"	526.67'	N27°08'56"E	525.23'
C6	1942.00'	11°19'50"	384.04'	N28°48'54"E	383.42'
C7	1942.00'	03°19'56"	112.94'	N21°29'01"E	112.92'
C8	230.00'	05°30'19"	22.10'	N52°05'09"E	22.09'
C9	170.00'	16°44'48"	49.69'	N57°42'23"E	49.51'



DETAIL "13A"
SCALE: 1"=40'

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

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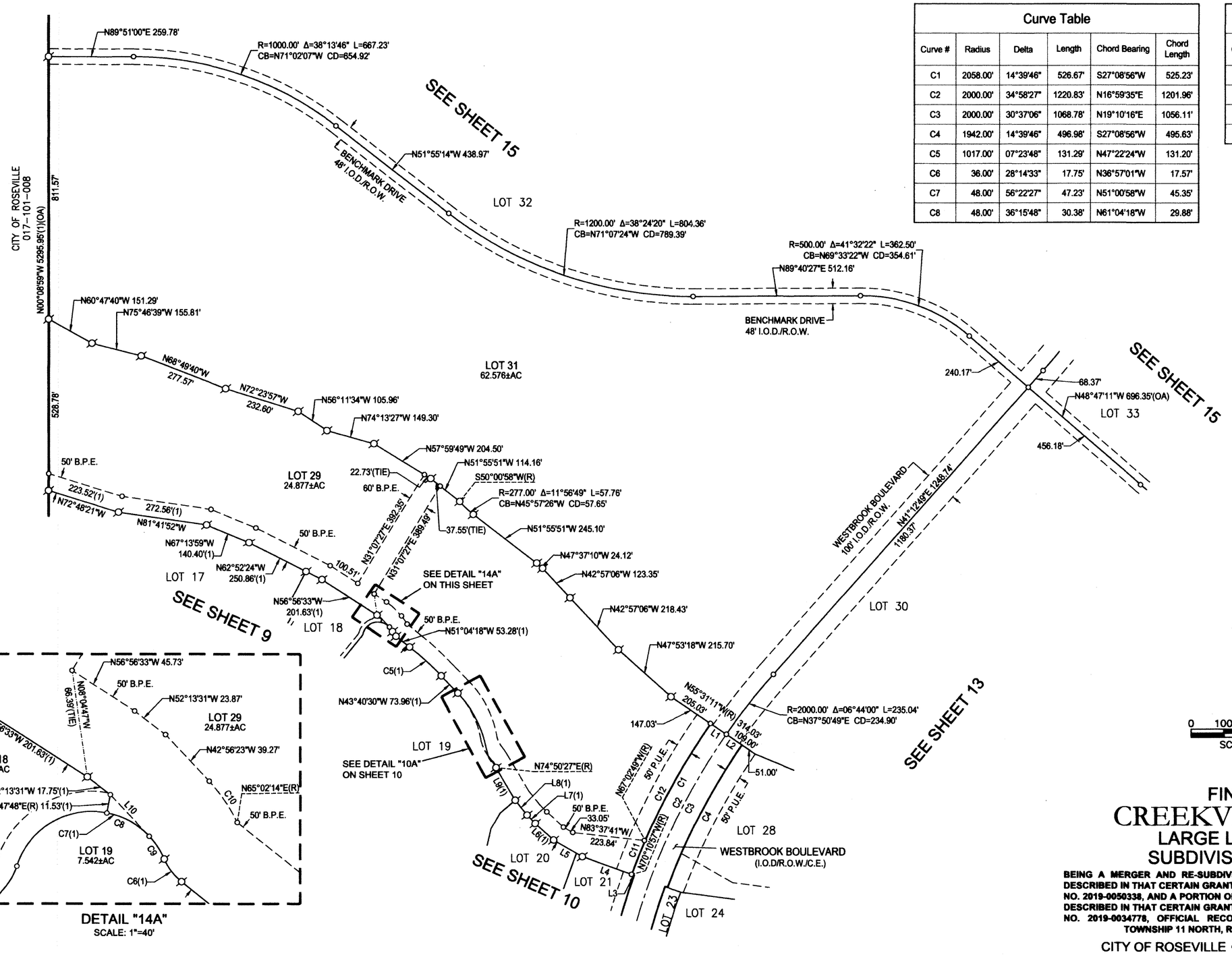
Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2058.00'	14°39'46"	526.67'	S27°08'56"W	525.23'
C2	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C3	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'
C4	1942.00'	14°39'46"	496.98'	S27°08'56"W	495.63'
C5	1017.00'	07°23'48"	131.29'	N47°22'24"W	131.20'
C6	36.00'	28°14'33"	17.75'	N36°57'01"W	17.57'
C7	48.00'	56°22'27"	47.23'	N51°00'58"W	45.35'
C8	48.00'	36°15'48"	30.38'	N61°04'18"W	29.88'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C9	48.00'	20°06'38"	16.85'	N32°53'04"W	16.76'
C10	98.00'	17°58'37"	30.75'	N33°57'04"W	30.62'
C11	2058.00'	03°08'08"	112.63'	N21°23'07"E	112.61'
C12	2058.00'	11°31'38"	414.04'	N28°43'00"E	413.34'

Line Table		
Line #	Bearing	Length
L1	N55°31'11"W(R)	58.00'
L2	N55°31'11"W(R)	58.00'
L3	N70°10'40"W	8.00'
L4	N70°10'40"W	161.76'
L5	N59°48'22"W	101.24'
L6	N47°43'55"W	76.28'
L7	N43°51'22"W	36.16'
L8	N37°55'59"W	58.24'
L9	N30°02'41"W	116.15'
L10	N42°56'23"W	35.21'



FINAL MAP OF

CREEKVIEW - PHASE 1

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SUBDIVISION No. PL18-0190

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SHEET 14 OF 15

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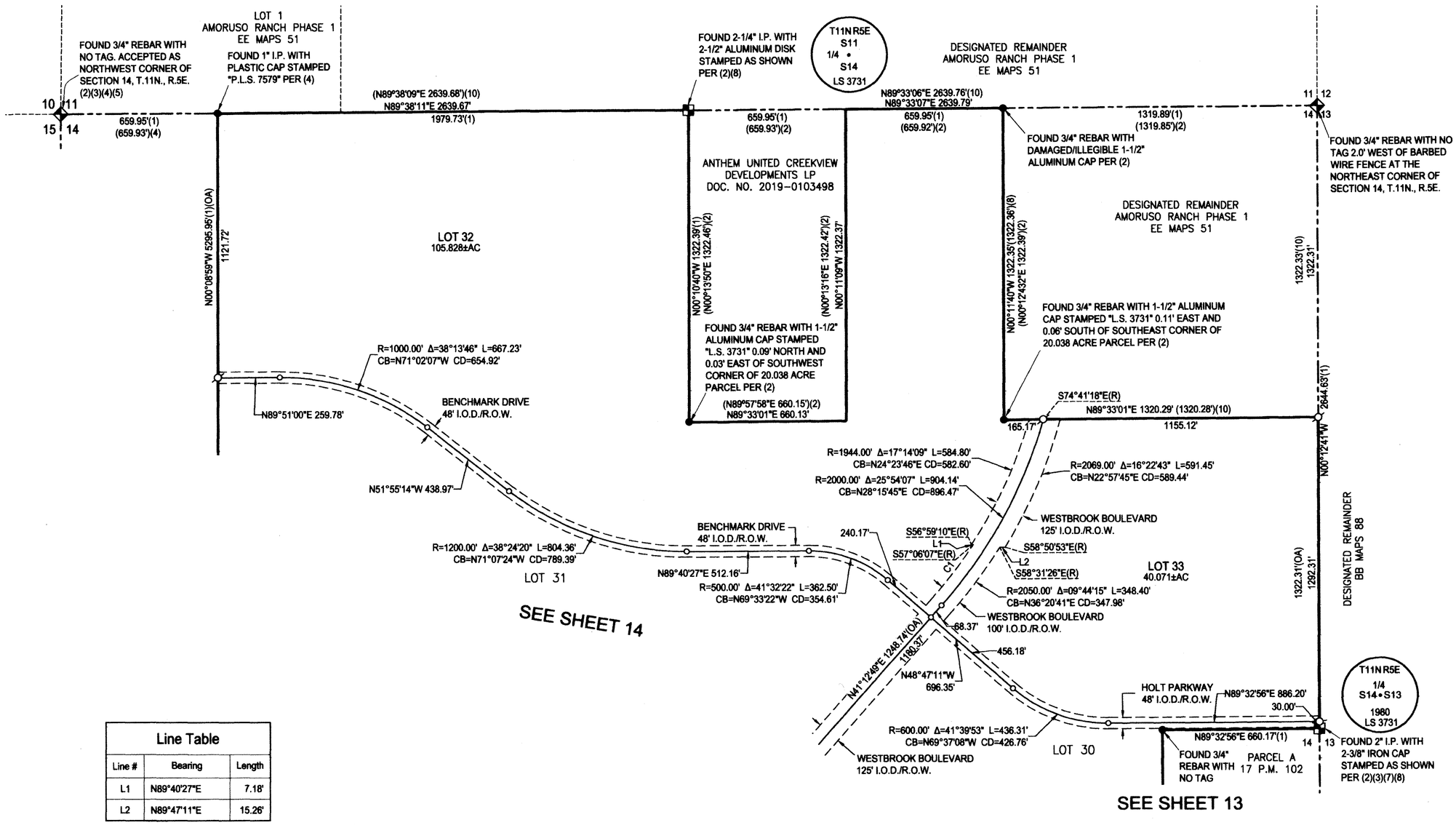
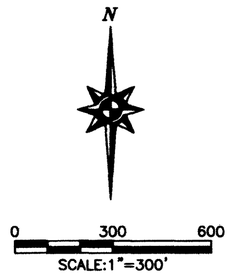


Line Table		
Line #	Bearing	Length
L1	N89°40'27"E	7.18'
L2	N89°47'11"E	15.26'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	1950.00'	08°18'56"	283.01'	N37°03'21"E	282.76'



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SHEET 15 OF 15 18431.RST

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

COUNCIL COMMUNICATION

CC #: 1331
File #: 0400-04-09-1

Title:	Creekview Blue Oaks Boulevard - Segment 4 - Notice of Completion
Contact:	Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.23.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Creekview Blue Oaks Boulevard - Segment 4, CWJ# 190279, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

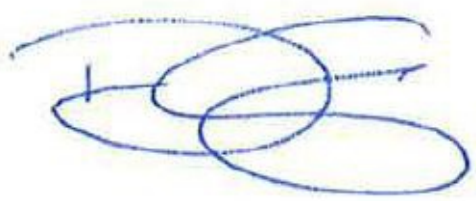
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Ignacio Vizcarra, Senior Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-095

Creekview Blue Oaks Blvd Seg 4. NOC.

Creekview Blue Oaks Blvd Seg 4. Exhibit A

Creekview Phase 1 Final Map

RESOLUTION NO. 21-095

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Creekview Blue Oaks Boulevard - Segment 4 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THOSE RESPECTIVE DEDICATIONS OFFERED ON THE RECORDED MAPS OF "THE FINAL MAP OF CREEKVIEW PHASE 1 LARGE LOT SUBDIVISION. SUBDIVISION NO. PL18-0190." BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Creekview Blue Oaks Boulevard - Segment 4 is hereby approved and the public work accepted.

2. A portion of the right-of-way and easements located adjacent thereto as offered for dedication on The Final Map of Creekview Phase 1, Large Lot Subdivision, Subdivision NO. PL18-0190, recorded in Book EE of Maps, Page 97, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Creekview Blue Oaks Boulevard- Segment 3. The remaining offers of dedication will be accepted at a later date as improvements are approved and accepted.

3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Sonia Orozco, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

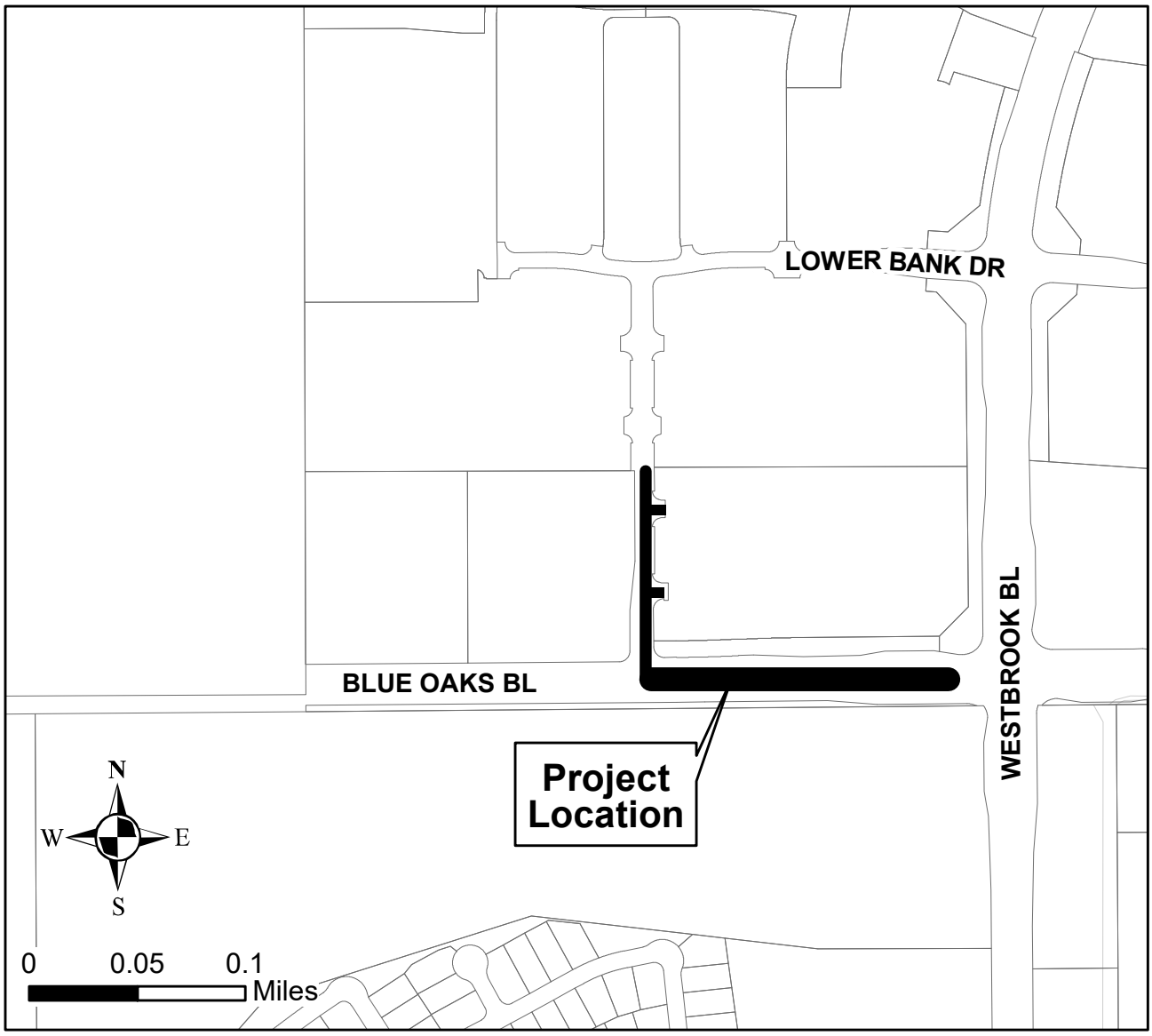
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Creekview
Blue Oaks Boulevard - Segment 4



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION AS AN EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS ALL THOSE AREAS SHOWN HEREON AS IOD/ROW (IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY) AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS LOTS 4, 5, 6, 7, 10, 22 AND 23, AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).

(C) A PUBLIC EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.).

(D) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT" (B.S.E.).

(E) A PUBLIC EASEMENT FOR PEDESTRIAN AND BICYCLES ACCESS AND THE INSTALLATION AND MAINTENANCE OF THE BIKE PATH, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "BIKE PATH EASEMENT" (B.P.E.).

(F) A PUBLIC EASEMENT FOR INGRESS AND EGRESS FOR THE PURPOSE OF CONSTRUCTION OF PUBLIC IMPROVEMENTS AND ANY AND ALL APPURTENANCES THERETO RELATED TO A STANDARD CITY OF ROSEVILLE PUBLIC STREET ON, OVER, UNDER, AND ACROSS BLUE OAKS BOULEVARD, WESTBROOK BOULEVARD, LOWER BANK DRIVE AND CLOUD DANCE DRIVE SHOWN HEREON AND DESIGNATED "CONSTRUCTION EASEMENT" (C.E.).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY BLUE OAKS BOULEVARD, BENCHMARK DRIVE, CLOUD DANCE DRIVE, DAYDREAM DRIVE, GRASSCREEK DRIVE, HOLT PARKWAY, LOWER BANK DRIVE, SKIPPING STONE WAY, WESTBROOK BOULEVARD AND WHISTLING BEND WAY, AND ALL THOSE AREAS SHOWN HEREON AS IOD/ROW (IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY).

(B) LOTS 28 AND 29 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PUBLIC OPEN SPACE PURPOSES.

(C) LOTS 15 AND 18 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PUBLIC PARK PURPOSES.

(D) LOT 21 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A SANITARY SEWER LIFT STATION SITE.

(E) LOT 26 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR RECYCLING CENTER SITE.

(F) LOT 27 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR WATER TREATMENT/WELL SITE.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP
A WASHINGTON LIMITED PARTNERSHIP

BY: Brian Moore
Vice President

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF PLACER

ON April 15th, 2020 BEFORE ME, Renee C. Kelty, A NOTARY PUBLIC

PERSONALLY APPEARED – Brian Moore –

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/~~SHE/THEY~~ EXECUTED THE SAME IN HIS/~~HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS/~~HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. *

WITNESS MY HAND AND OFFICIAL SEAL.

Renee C. Kelty
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: 4/21/2021 MY COMMISSION NUMBER: 2192761

* OF CALIFORNIA THAT THE - KK

SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOTS 21, 26 AND 27 AS DEDICATED HEREON, TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP
A WASHINGTON LIMITED PARTNERSHIP

ADDRESS: 3001 DOUGLAS BLVD., SUITE 200
ROSEVILLE, CA 95661

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, IN JANUARY, 2019, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: Paul Ferguson
PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: 4.13.20

LICENSED LAND SURVEYOR
PAUL FERGUSON, JR
3.31.22
No. 9265
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: 4/16/20

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: 4/16/20

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-21
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION", BUT REJECTS AT THIS TIME ON BEHALF OF THE PUBLIC, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS, AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENT LISTED HEREON WITHIN NOTE 3 ON SHEET 2.

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

DATE: 4/16/2020 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2020, AT _____ .M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Rycn Ronco
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: 2020-0051034

BY: _____ DEPUTY

FEE: $ 126.00

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

APRIL 2020

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 1 OF 15

18431.RST

SEE SHEET 2 FOR TRUSTEE'S STATEMENT AND ACKNOWLEDGMENT

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-34783, OFFICIAL RECORDS OF PLACER COUNTY, AGAINST THE LAND HEREIN SHOWN CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: _____ - Robin Nieto
Vice President

BY: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON April 15, 2020 BEFORE ME, V. Murphy, A NOTARY PUBLIC

PERSONALLY APPEARED Robin Nieto

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE V. Murphy PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: Dec. 29, 2022 MY COMMISSION NUMBER: 2260921 60

NOTES:

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
2. TOTAL AREA FOR THIS SUBDIVISION IS 461.327± ACRES, CONSISTING OF 18 LARGE LOTS, 1 COMMERCIAL LOT, 7 LANDSCAPE LOTS, 2 PUBLIC PARK LOTS, 2 PUBLIC OPEN SPACE LOTS , 1 CITY SANITARY SEWER LIFT STATION LOT, 1 CITY RECYCLING CENTER LOT AND 1 CITY WATER TREATMENT/WELL LOT.
3. PURSUANT TO GOVERNMENT CODE SECTION 66434(G), THE FOLLOWING PUBLIC EASEMENT IS HEREBY ABANDONED:

   a. HIGHWAY EASEMENT DEED TO THE COUNTY OF PLACER RECORDED IN BOOK 3841, AT PAGE 544, O.R.P.C., LYING WITHIN LOTS 6 AND 7, AND BLUE OAKS BOULEVARD.
4. THIS PROPERTY IS SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES AND INCIDENTAL PURPOSES RECORDED ON SEPTEMBER 14, 1981 AS INSTRUMENT NO. 35702, IN BOOK 2431, AT PAGE 645, O.R.
5. THIS PROPERTY IS SUBJECT TO THE PROVISIONS OF A REPORT OF A MINOR SUBDIVISION, SUBDIVISIONS NO. P-75146, FOR THE PAYMENT OF FEES TO RELIEVE OVERCROWDING OF SCHOOL SERVING THE AREA RECORD ON MARCH 5, 1990 IN BOOK 3841, AT PAGE 538, O.R.
6. THIS PROPERTY IS SUBJECT TO THE THE TERMS AND PROVISIONS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GRANITE BAY INVESTORS II, LLC, PHILLIPS ROAD 160 INVESTORS LIMITED PARTNERSHIP, PHILLIPS ROAD LAND, LLC, J & KD ENTERPRISES, LLC, SOULE INVESTMENTS, LLC, BENNETT WEST ROSEVILLE, LLC, DECOU WEST ROSEVILLE, LLC, BLUE OAKS - ROSEVILLE, LP, AND CHUANG RELATIVE TO THE CREEKVIEW SPECIFIC PLAN" RECORDED ON NOVEMBER 28, 2012 AS INSTRUMENT NO. 2012-0113752, O.R. AND THE SUBSEQUENT ASSIGNMENTS OF DEVELOPMENT AGREEMENT AS FOLLOWS:

   a. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM CHUANG FAMILY PARTNERSHIP, A CALIFORNIA PARTNERSHIP, FELIX CHUANG AND MARK CHUANG TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0015249. O.R.

   b. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM PHILLIPS ROAD 160 INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0015249. O.R.

   c. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM PHILLIPS ROAD LAND, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SOULE INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND J & KED ENTERPRISES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0034780 O.R.

   d. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM BENNETT WEST ROSEVILLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND DECOU WEST ROSEVILLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0034781 O.R.

   e. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM BLUE OAKS-ROSEVILLE, LP, A WASHINGTON LIMITED PARTNERSHIP, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0034782 O.R.
7. THIS PROPERTY IS SUBJECT TO THAT DOCUMENT ENTITLED "ASSIGNMENT OF LEASES, RENTS AND PURCHASE AGREEMENTS" RECORDED MAY 24, 2019 AS INSTRUMENT NO. 2019-0034784, O.R.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS N 89°30'20" E AS SHOWN ON THE SOUTH LINE OF SECTION 14 PER THAT CERTAIN FINAL MAP ENTITLED "WESTPARK - PHASE 4 LARGE LOT SUBDIVISION" FILED FOR RECORD ON AUGUST 16, 2013 IN BOOK CC OF MAPS, AT PAGE 53, PLACER COUNTY RECORDS.

REFERENCES:

(1) DOC.# 2019-0050337 (LLA)
(2) 9 R.S. 56
(3) 17 P.M. 102
(4) 18 R.S. 15
(5) 18 R.S. 64
(6) BB MAPS 88
(7) CC MAPS 53
(8) EE MAPS 51

LEGEND:

○	DIMENSION POINT
●	FOUND MONUMENT AS NOTED
◆	FOUND SECTION CORNER AS NOTED
▪	FOUND QUARTER CORNER AS NOTED
⌀	SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265"
⊙	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
AC.	ACRES
BNDY	BOUNDARY
B.P.E.	BIKE PATH EASEMENT
B.S.E.	BUS SHELTER EASEMENT
C.E.	CONSTRUCTION EASEMENT
ESMT	EASEMENT
E.V.A.E.	EMERGENCY VAEHICLE ACCESS EASEMENT
FD	FOUND
IOD/ROW	IRREVOCABLE OFFER OF DEDICATION/RIGHT-OF-WAY
I.P.	IRON PIPE
LLA	LOT LINE ADJUSTMENT
OD	OUTSIDE DIAMETER
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
PGE	PACIFIC GAS AND ELECTRIC COMPANY
P.M.	PARCEL MAP
P.U.E.	PUBLIC UTILITY EASEMENT
R.S.	RECORD OF SURVEY
(R)	RADIAL BEARING
S.F.	SQUARE FEET
(X)	SHEET INDEX
———	BOUNDARY
———	LOT LINE
- - - - - -	ADJACENT PROPERTY
———	RIGHT-OF-WAY
– – – – –	EASEMENT/I.O.D.
—— – ——	EASEMENT/I.O.D.

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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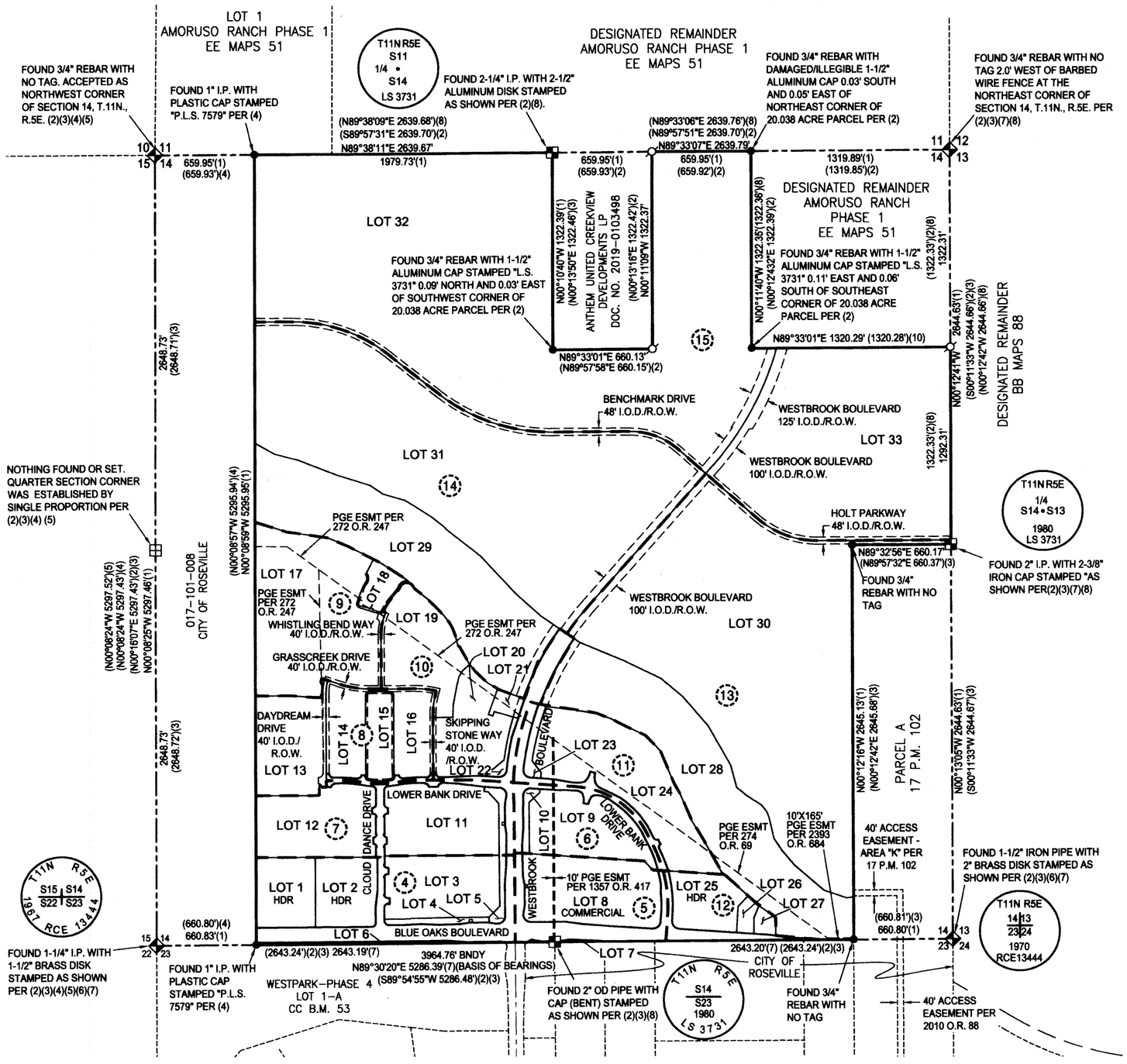
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

APRIL 2020

18431.RST



LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
1	C-41	C-41
2	C-42	C-42
3	C-25	C-25
4	LC-1	LC-1
5	LC-2	LC-2
6	LC-10	LC-10
7	LC-11	LC-11
8	C-70	C-70
9	C-17	C-17
10	LC-12	LC-12
11	C-24	C-24
12	C-23	C-23
13	C-13	C-13
14	C-14	C-14
15	C-63	C-63
16	C-15	C-15
17	C-12	C-12
18	C-62	C-62
19	C-11	C-11
20	C-10	C-10
21	C-82	C-82
22	LC-3	LC-3
23	LC-4	LC-4
24	C-16	C-16
25	C-43	C-43
26	C-83	C-83
27	C-84	C-84
28	C-54	C-54
29	C-53	C-53
30	-	-
31	-	-
32	-	-
33	-	-

0 250 500 1000

SCALE: 1"=500'

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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APRIL 2020

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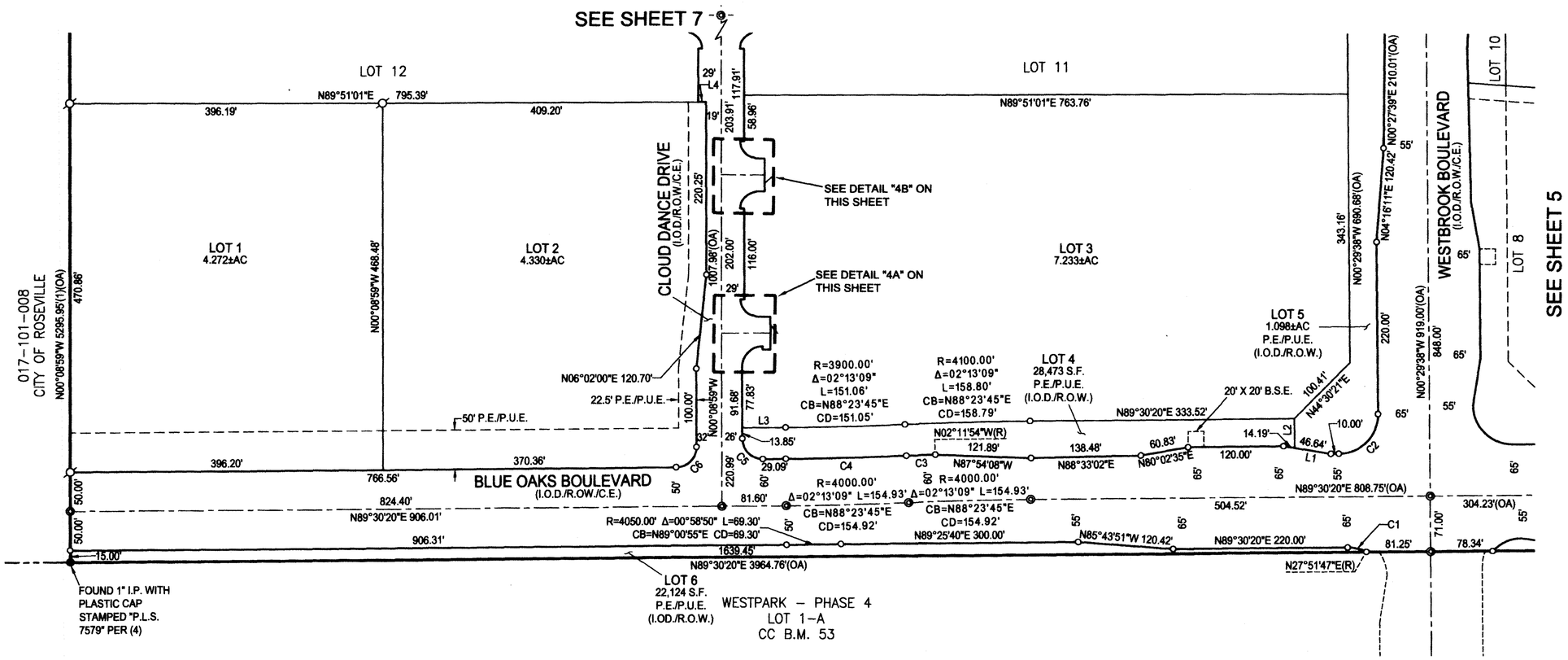
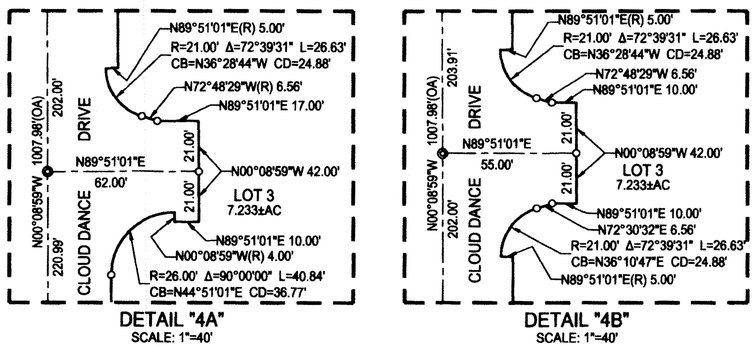
SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



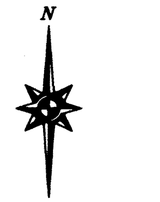


DETAIL "4A"
SCALE: 1"=40'

DETAIL "4B"
SCALE: 1"=40'

Line Table		
Line #	Bearing	Length
L1	N81°01'56"W	60.83'
L2	N00°29'40"W	37.33'
L3	N89°30'20"E	55.00'
L4	N89°51'01"E	10.00'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	50.00'	28°21'27"	24.75'	N76°18'56"W	24.49'
C2	50.00'	89°59'58"	78.54'	N44°30'21"E	70.71'
C3	4060.00'	00°30'56"	36.52'	N87°32'39"E	36.52'
C4	3940.00'	02°13'09"	152.61'	N88°23'45"E	152.60'
C5	26.00'	90°20'42"	41.00'	N45°19'19"W	36.88'
C6	26.00'	89°39'18"	40.68'	N44°40'41"E	36.66'



0 50 100 200
SCALE:1"=100'

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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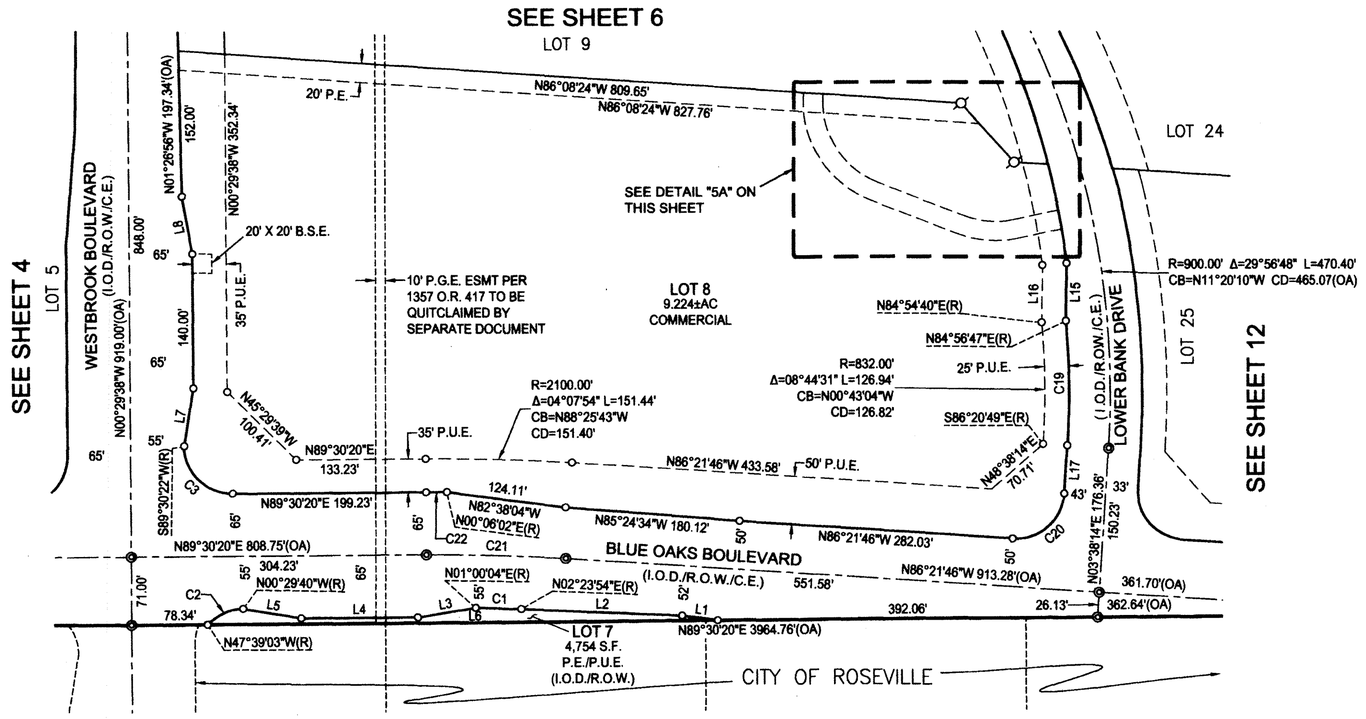
APRIL 2020

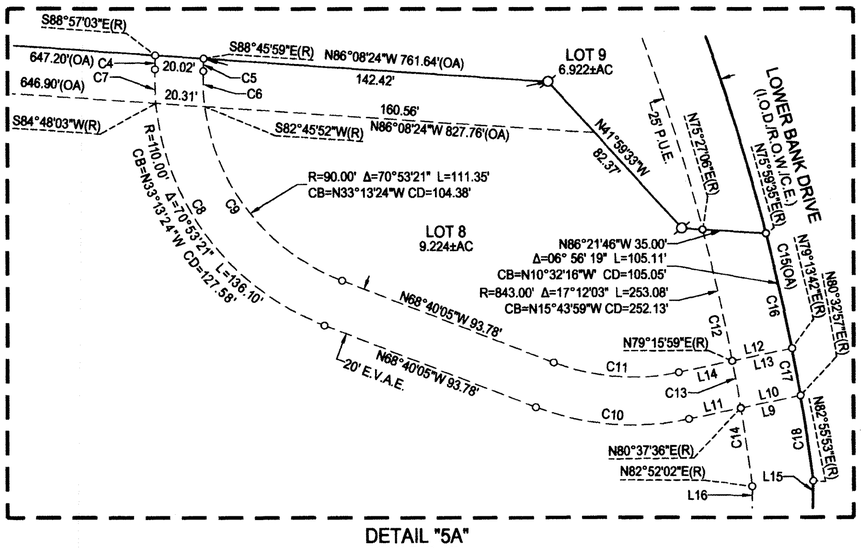
18431.RST

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



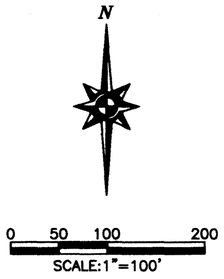
Line Table		
Line #	Bearing	Length
L1	N82°29'17"W	37.05'
L2	N87°36'06"W	165.67'
L3	N80°39'36"E	60.72'
L4	N89°30'20"E	120.00'
L5	N81°01'56"W	60.83'
L6	N89°30'20"E	526.20'
L7	N08°58'06"E	60.83'
L8	N10°15'56"W	60.88'
L9	N77°56'30"E	47.09'
L10	N77°56'30"E	25.03'
L11	N77°56'30"E	22.06'
L12	N77°56'30"E	47.77'
L13	N77°56'30"E	25.00'
L14	N77°56'30"E	22.77'
L15	N00°46'21"E	60.00'
L16	N00°47'55"E	59.56'
L17	N03°38'14"E	50.23'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	1945.00'	01°23'50"	47.43'	N88°18'01"W	47.43'
C2	50.00'	47°09'23"	41.15'	N65°55'38"E	40.00'
C3	50.00'	90°00'02"	78.54'	N45°29'39"W	70.71'
C4	285.00'	01°10'19"	5.83'	N01°38'07"E	5.83'
C5	305.00'	00°59'15"	5.26'	N01°43'39"E	5.26'
C6	90.00'	09°27'24"	14.85'	N02°30'26"W	14.84'
C7	110.00'	07°25'14"	14.25'	N01°29'21"W	14.24'
C8	110.00'	63°28'07"	121.85'	N36°56'01"W	115.72'
C9	90.00'	61°25'57"	96.50'	N37°57'06"W	91.94'
C10	110.00'	33°23'25"	64.10'	N85°21'47"W	63.20'
C11	90.00'	33°23'25"	52.45'	N85°21'47"W	51.71'
C12	843.00'	03°48'53"	56.13'	N12°38'27"W	56.12'
C13	843.00'	01°21'37"	20.01'	N10°03'12"W	20.01'
C14	843.00'	02°14'27"	32.97'	N08°15'11"W	32.97'
C15	868.00'	17°17'37"	261.99'	N15°42'55"W	261.00'
C16	868.00'	03°14'07"	49.01'	N12°23'22"W	49.01'
C17	868.00'	01°19'15"	20.01'	N10°06'40"W	20.01'
C18	868.00'	02°22'57"	36.09'	N08°15'34"W	36.09'
C19	857.00'	08°41'28"	130.00'	N00°42'30"W	129.87'
C20	50.00'	90°00'00"	78.54'	N48°38'14"E	70.71'
C21	2000.00'	04°07'54"	144.23'	N88°25'43"W	144.19'
C22	2065.00'	00°35'42"	21.45'	N89°48'11"E	21.45'



DETAIL "5A"
SCALE: 1"=40'

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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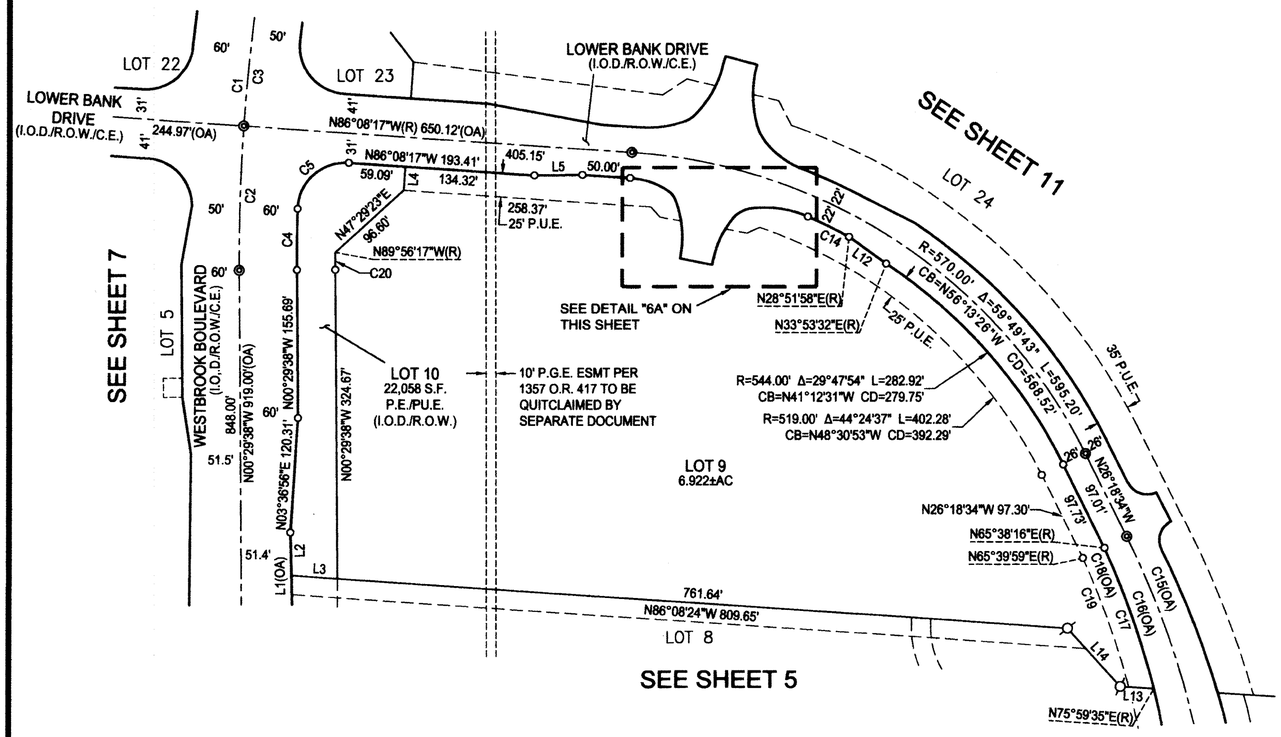
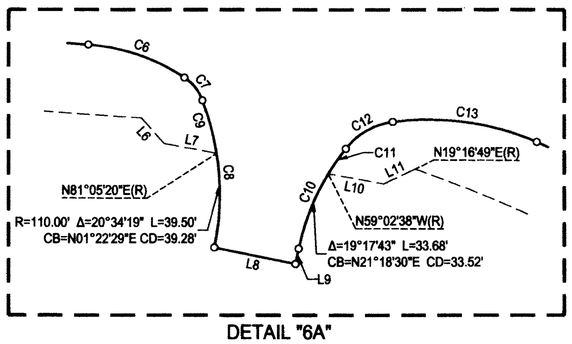
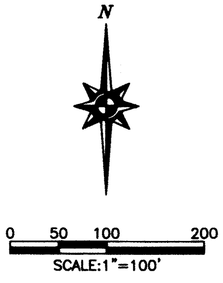


Line Table		
Line #	Bearing	Length
L1	N01°26'56"W	197.34'
L2	N01°26'56"W	45.34'
L3	N86°08'24"W	48.00'
L4	N03°51'43"E	25.00'
L5	N89°17'17"E	50.16'
L6	N41°08'17"W	14.14'
L7	N79°27'57"W	22.03'
L8	N78°20'22"W(R)	34.00'
L9	N11°39'38"E	6.52'
L10	N79°27'57"W	23.35'
L11	N64°38'11"E	14.36'
L12	N53°50'59"W	48.05'
L13	N86°21'46"W	35.00'
L14	N41°59'33"W	82.37'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C2	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C3	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'
C4	1940.00'	01°53'58"	64.32'	N00°27'21"E	64.32'
C5	50.00'	92°27'23"	80.68'	N47°38'02"E	72.21'
C6	80.00'	30°28'00"	42.54'	N70°54'17"W	42.04'
C7	20.00'	34°50'33"	12.16'	N38°15'00"W	11.98'
C8	110.00'	32°29'22"	62.38'	N04°35'03"W	61.54'
C9	110.00'	11°55'03"	22.88'	N14°52'12"W	22.84'
C10	100.00'	26°34'24"	46.38'	N24°56'50"E	45.96'
C11	100.00'	07°16'41"	12.70'	N34°35'42"E	12.69'
C12	30.00'	43°59'00"	23.03'	N60°13'33"E	22.47'
C13	110.00'	31°37'22"	60.71'	N81°58'16"W	59.94'
C14	548.00'	05°01'33"	48.07'	N63°38'48"W	48.05'
C15	900.00'	29°56'48"	470.40'	N11°20'10"W	465.07'
C16	868.00'	17°17'37"	261.99'	N15°42'55"W	261.00'
C17	868.00'	10°21'19"	156.88'	N19°11'04"W	156.66'
C18	843.00'	17°12'03"	253.08'	N15°43'59"W	252.13'
C19	843.00'	09°47'07"	143.97'	N19°26'27"W	143.80'
C20	1900.00'	00°33'21"	18.43'	N00°12'58"W	18.43'



DETAIL "6A"
SCALE: 1"=40'



FINAL MAP OF

CREEKVIEW - PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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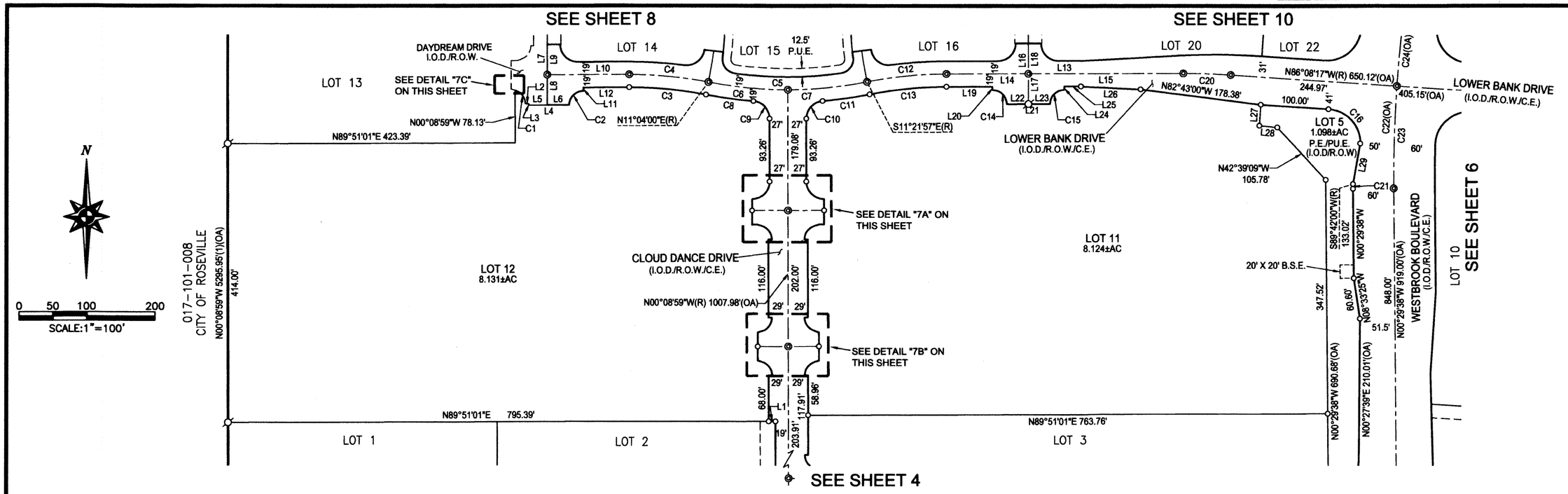
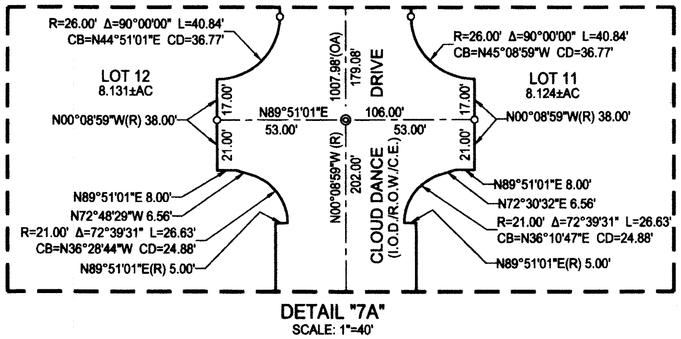
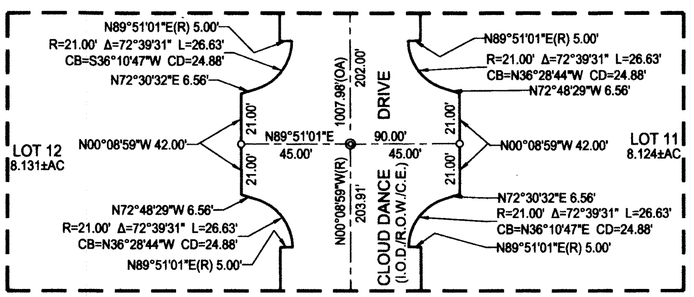




DETAIL "7A"
SCALE: 1"=40'

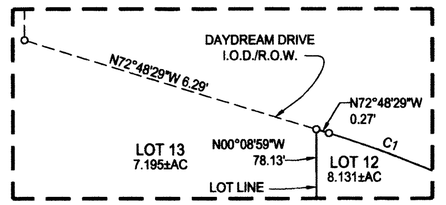


DETAIL "7B"
SCALE: 1"=40'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	21.00'	72°39'31"	26.63'	N36°28'44"W	24.88'
C2	21.00'	90°00'00"	32.99'	N44°51'01"E	29.70'
C3	581.00'	11°12'59"	113.74'	N84°32'29"W	113.56'
C4	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C5	600.00'	22°25'58"	234.91'	N89°51'01"E	233.42'
C6	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C7	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C8	619.00'	06°30'11"	70.26'	N82°11'05"W	70.22'
C9	26.00'	85°17'12"	38.70'	N42°47'35"W	35.23'
C10	26.00'	85°17'12"	38.70'	N42°29'37"E	35.23'
C11	619.00'	06°30'11"	70.26'	N81°53'08"E	70.22'
C12	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C13	581.00'	11°12'59"	113.74'	N84°14'32"E	113.56'
C14	21.00'	90°00'00"	32.99'	N45°08'59"W	29.70'
C15	21.00'	90°00'00"	32.99'	N44°51'01"E	29.70'
C16	50.00'	87°30'59"	76.37'	N42°22'48"W	69.16'
C20	1000.00'	04°00'41"	70.01'	N88°08'38"W	70.00'
C21	2060.00'	00°11'39"	6.98'	N00°23'49"W	6.98'
C22	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C23	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C24	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'

Line Table		
Line #	Bearing	Length
L1	N89°51'01"E	10.00'
L2	N89°51'01"E(R)	5.00'
L3	N00°08'59"W	2.00'
L4	N89°51'01"E(R)	59.00'
L5	N89°51'01"E	27.00'
L6	N89°51'01"E(R)	32.00'
L7	N00°08'59"W	631.42'
L8	N00°08'59"W	45.00'
L9	N00°08'59"W	45.00'
L10	N89°51'01"E(R)	120.58'
L11	N00°08'59"W	5.00'
L12	N89°51'01"E	67.58'
L13	N89°51'01"E	347.88'
L14	N89°51'01"E	120.58'
L15	N89°51'01"E	227.29'
L16	N00°08'59"W	90.00'
L17	N00°08'59"W	45.00'
L18	N00°08'59"W	45.00'
L19	N89°51'01"E	67.58'
L20	N00°08'59"W	5.00'

Line Table		
Line #	Bearing	Length
L21	N89°51'01"E(R)	64.00'
L22	N89°51'01"E(R)	32.00'
L23	N89°51'01"E(R)	32.00'
L24	N00°08'59"W(R)	5.00'
L25	N89°51'01"E	24.38'
L26	N87°08'59"W	87.07'
L27	N03°51'43"E	31.34'
L28	N84°33'18"W	26.32'
L29	N09°58'16"E	61.01'



DETAIL "7C"
NTS

FINAL MAP OF

CREEKVIEW - PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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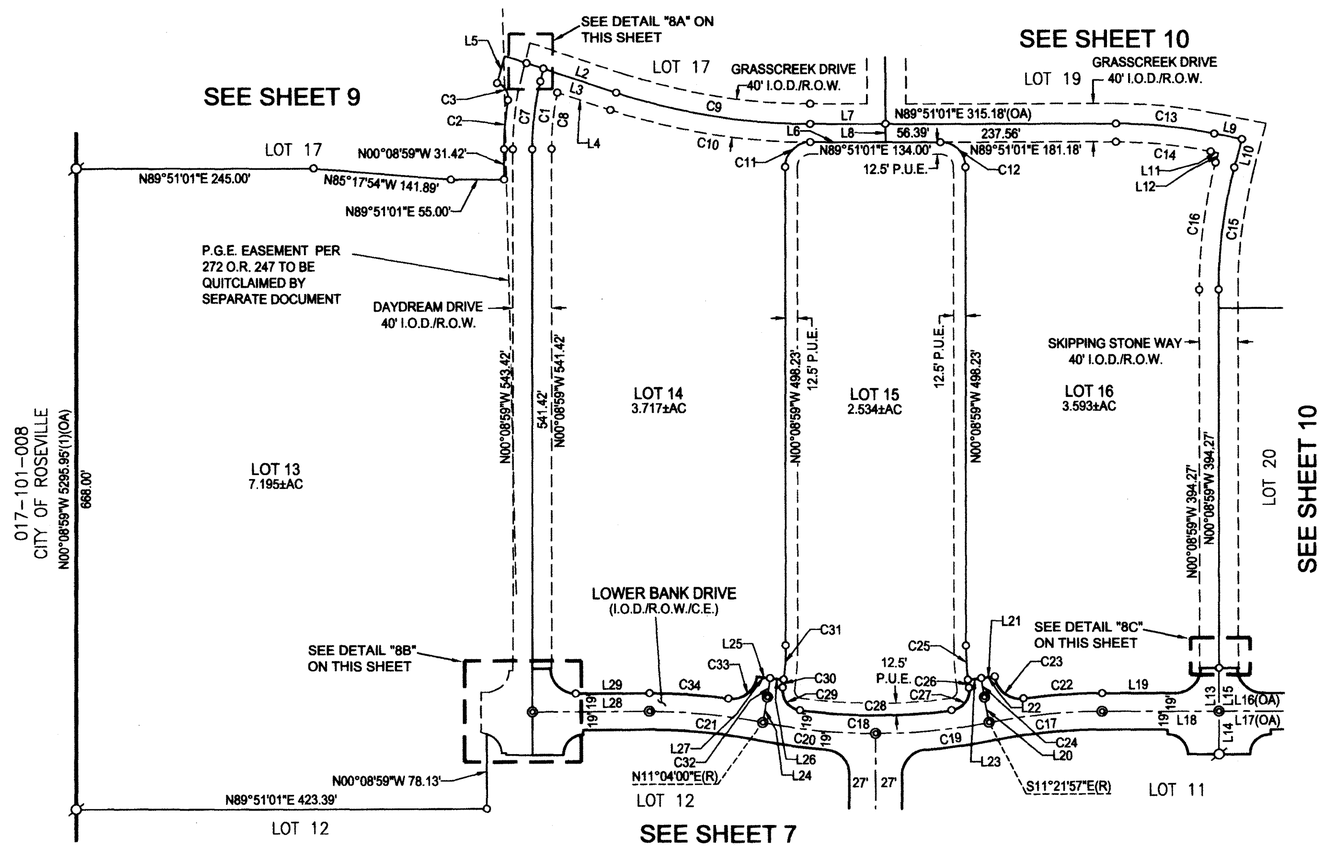
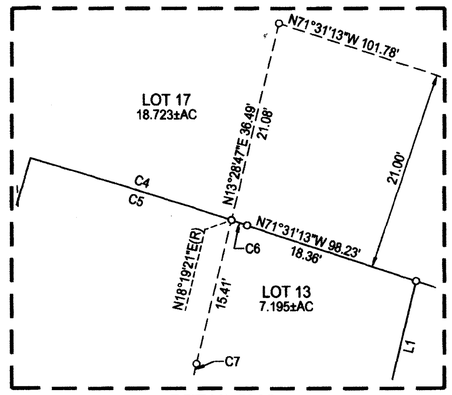


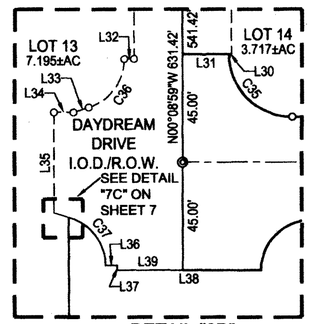
Line Table		
Line #	Bearing	Length
L1	N13°28'47"E	13.66'
L2	N71°31'13"W	98.23'
L3	N71°31'13"W	79.87'
L4	N71°31'13"W	58.04'
L5	N16°20'12"E(R)	29.00'
L6	N89°51'01"E	77.61'
L7	N89°51'01"E	77.61'
L8	N00°08'59"W	19.00'
L9	N78°25'28"W	28.98'
L10	N14°34'32"E	30.45'
L11	N78°25'28"W	7.96'
L12	N14°34'32"E	10.37'
L13	N00°08'59"W	90.00'
L14	N00°08'59"W	45.00'
L15	N00°08'59"W	45.00'

Line Table		
Line #	Bearing	Length
L16	N89°51'01"E	347.88'
L17	N89°51'01"E	227.29'
L18	N89°51'01"E	120.58'
L19	N89°51'01"E	75.58'
L20	N10°29'21"W	26.95'
L21	N83°20'20"E(R)	28.00'
L22	N83°20'20"E(R)	14.00'
L23	N83°20'20"E(R)	14.00'
L24	N10°11'24"E	26.95'
L25	N83°38'17"W(R)	28.00'
L26	N83°38'17"W(R)	14.00'
L27	N83°38'17"W(R)	14.00'
L28	N89°51'01"E	120.58'
L29	N89°51'01"E	75.58'
L30	N89°51'01"E(R)	1.00'

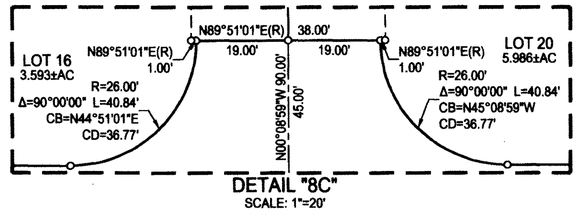
Line Table		
Line #	Bearing	Length
L31	N89°51'01"E(R)	19.00'
L32	N89°51'01"E(R)	4.00'
L33	N72°30'32"E	6.56'
L34	N89°51'01"E	8.00'
L35	N00°08'59"W	42.00'
L36	N89°51'01"E(R)	5.00'
L37	N00°08'59"W	2.00'
L38	N89°51'01"E	59.00'
L39	N89°51'01"E	27.00'



DETAIL "8A"
SCALE: 1"=10'



DETAIL "8B"
SCALE: 1"=20'

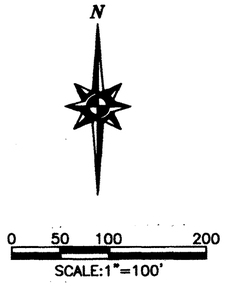


DETAIL "8C"
SCALE: 1"=20'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	300.00'	13°37'45"	71.36'	N06°39'54"E	71.19'
C2	329.00'	08°57'35"	51.45'	N04°19'49"E	51.40'
C3	16.00'	82°28'24"	23.03'	N32°25'36"W	21.09'
C4	625.00'	02°08'34"	23.38'	N72°35'31"W	23.37'
C5	625.00'	01°59'09"	21.66'	N72°40'13"W	21.66'
C6	625.00'	00°09'26"	1.72'	N71°35'56"W	1.72'
C7	320.00'	13°37'45"	76.12'	N06°39'54"E	75.94'
C8	280.00'	12°09'40"	59.43'	N05°55'51"E	59.32'
C9	625.00'	18°37'45"	203.21'	N80°50'06"W	202.32'
C10	644.00'	18°37'45"	209.39'	N80°50'06"W	208.47'
C11	26.00'	90°00'00"	40.84'	N44°51'01"E	36.77'
C12	26.00'	90°00'00"	40.84'	N45°08'59"W	36.77'
C13	500.00'	11°43'31"	102.32'	N84°17'13"W	102.14'
C14	481.00'	11°43'31"	98.43'	N84°17'13"W	98.26'
C15	500.00'	14°43'31"	128.50'	N07°12'47"E	128.15'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C16	520.00'	14°43'31"	133.64'	N07°12'47"E	133.27'
C17	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C18	600.00'	22°25'58"	234.91'	N89°51'01"E	233.42'
C19	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C20	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C21	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C22	619.00'	07°32'57"	81.56'	N86°04'33"E	81.50'
C23	26.00'	91°02'16"	41.31'	N52°10'48"W	37.10'
C24	300.00'	03°49'41"	20.04'	N08°34'31"W	20.04'
C25	314.00'	06°30'42"	35.69'	N03°24'19"W	35.67'
C26	314.00'	01°30'26"	8.26'	N07°24'53"W	8.26'
C27	21.00'	90°17'38"	33.09'	N36°58'42"E	29.77'
C28	581.00'	15°27'01"	156.67'	N89°51'01"E	156.20'
C29	21.00'	90°17'38"	33.09'	N37°16'39"W	29.77'
C30	314.00'	01°30'26"	8.26'	N07°06'56"E	8.26'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C31	314.00'	06°30'42"	35.69'	N03°06'22"E	35.67'
C32	300.00'	03°49'41"	20.04'	N08°16'34"E	20.04'
C33	26.00'	91°02'16"	41.31'	N51°52'51"E	37.10'
C34	619.00'	07°32'57"	81.56'	N86°22'30"W	81.50'
C35	26.00'	90°00'00"	40.84'	N45°08'59"W	36.77'
C36	21.00'	72°39'31"	26.63'	N36°10'47"E	24.88'
C37	21.00'	72°39'31"	26.63'	N36°28'44"W	24.88'



FINAL MAP OF

CREEKVIEW - PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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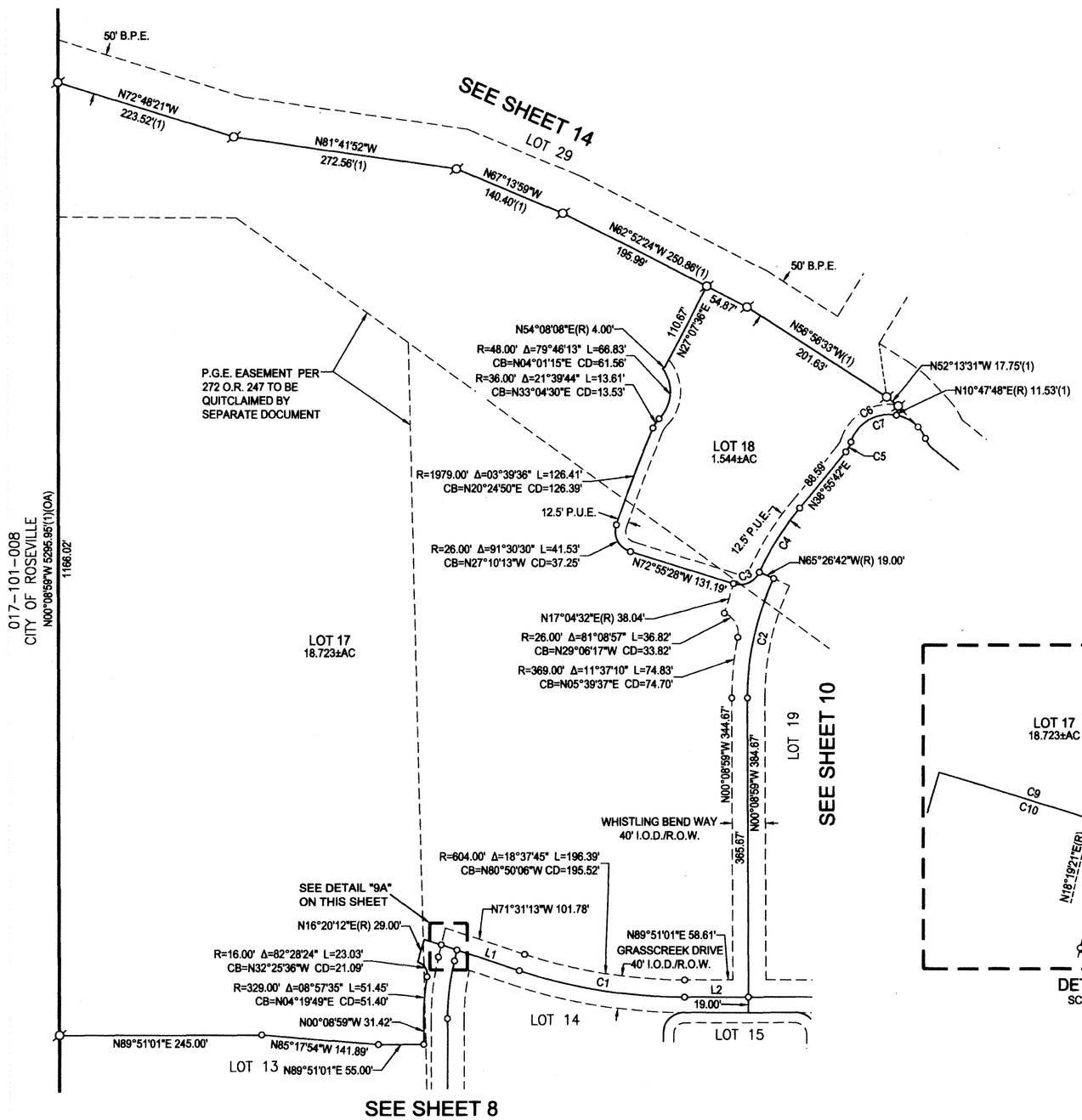
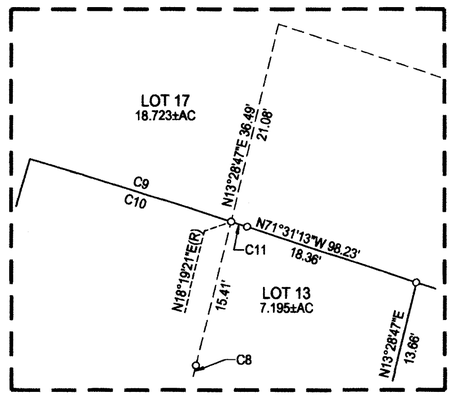
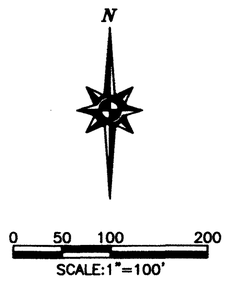


Line Table		
Line #	Bearing	Length
L1	N71°31'13"W	98.23'
L2	N89°51'01"E	77.61'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	625.00'	18°37'45"	203.21'	N80°50'06"W	202.32'
C2	350.00'	24°42'16"	150.91'	N12°12'09"E	149.74'
C3	26.00'	82°31'14"	37.45'	N65°48'55"E	34.29'
C4	369.00'	14°22'25"	92.57'	N31°44'30"E	92.33'
C5	36.00'	21°47'12"	13.69'	N28°02'06"E	13.61'
C6	48.00'	83°39'18"	70.08'	N58°58'09"E	64.02'
C7	48.00'	140°01'45"	117.31'	N87°09'23"E	90.22'
C8	320.00'	13°37'45"	76.12'	N06°39'54"E	75.94'
C9	625.00'	02°08'34"	23.38'	N72°35'31"W	23.37'
C10	625.00'	01°59'09"	21.66'	N72°40'13"W	21.66'
C11	625.00'	00°09'26"	1.72'	N71°35'56"W	1.72'



DETAIL "9A"
SCALE: 1"=10'



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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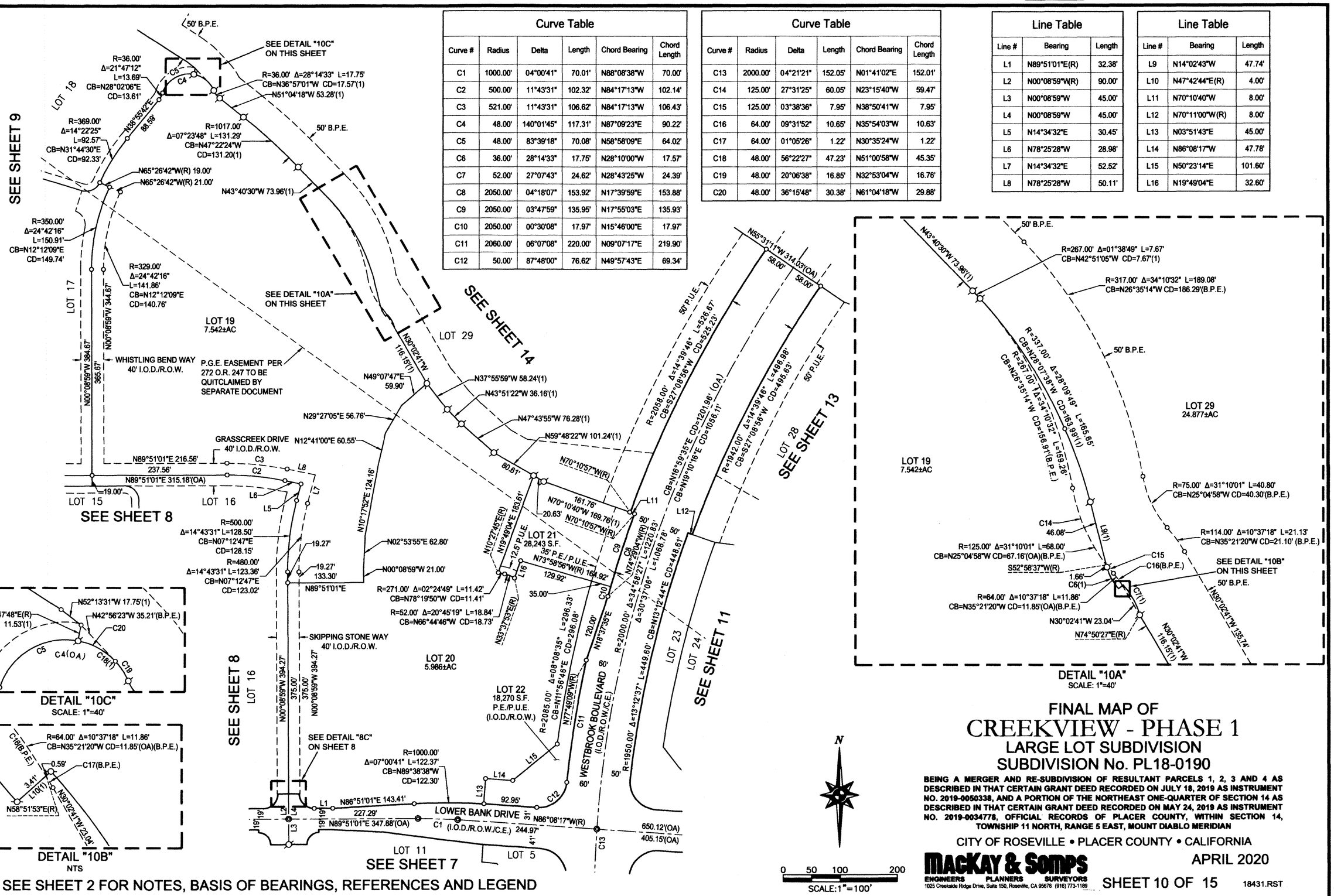
Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	1000.00'	04°00'41"	70.01'	N88°08'38"W	70.00'
C2	500.00'	11°43'31"	102.32'	N84°17'13"W	102.14'
C3	521.00'	11°43'31"	106.62'	N84°17'13"W	106.43'
C4	48.00'	140°01'45"	117.31'	N87°09'23"E	90.22'
C5	48.00'	83°39'18"	70.08'	N58°58'09"E	64.02'
C6	36.00'	28°14'33"	17.75'	N28°10'00"W	17.57'
C7	52.00'	27°07'43"	24.62'	N28°43'25"W	24.39'
C8	2050.00'	04°18'07"	153.92'	N17°39'59"E	153.88'
C9	2050.00'	03°47'59"	135.95'	N17°55'03"E	135.93'
C10	2050.00'	00°30'08"	17.97'	N15°46'00"E	17.97'
C11	2060.00'	06°07'08"	220.00'	N09°07'17"E	219.90'
C12	50.00'	87°48'00"	76.62'	N49°57'43"E	69.34'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C13	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C14	125.00'	27°31'25"	60.05'	N23°15'40"W	59.47'
C15	125.00'	03°38'36"	7.95'	N38°50'41"W	7.95'
C16	64.00'	09°31'52"	10.65'	N35°54'03"W	10.63'
C17	64.00'	01°05'26"	1.22'	N30°35'24"W	1.22'
C18	48.00'	56°22'27"	47.23'	N51°00'58"W	45.35'
C19	48.00'	20°06'38"	16.85'	N32°53'04"W	16.76'
C20	48.00'	36°15'48"	30.38'	N61°04'18"W	29.88'

Line Table		
Line #	Bearing	Length
L1	N89°51'01"E(R)	32.38'
L2	N00°08'59"W(R)	90.00'
L3	N00°08'59"W	45.00'
L4	N00°08'59"W	45.00'
L5	N14°34'32"E	30.45'
L6	N78°25'28"W	28.98'
L7	N14°34'32"E	52.52'
L8	N78°25'28"W	50.11'

Line Table		
Line #	Bearing	Length
L9	N14°02'43"W	47.74'
L10	N47°42'44"E(R)	4.00'
L11	N70°10'40"W	8.00'
L12	N70°11'00"W(R)	8.00'
L13	N03°51'43"E	45.00'
L14	N86°08'17"W	47.78'
L15	N50°23'14"E	101.60'
L16	N19°49'04"E	32.60'



SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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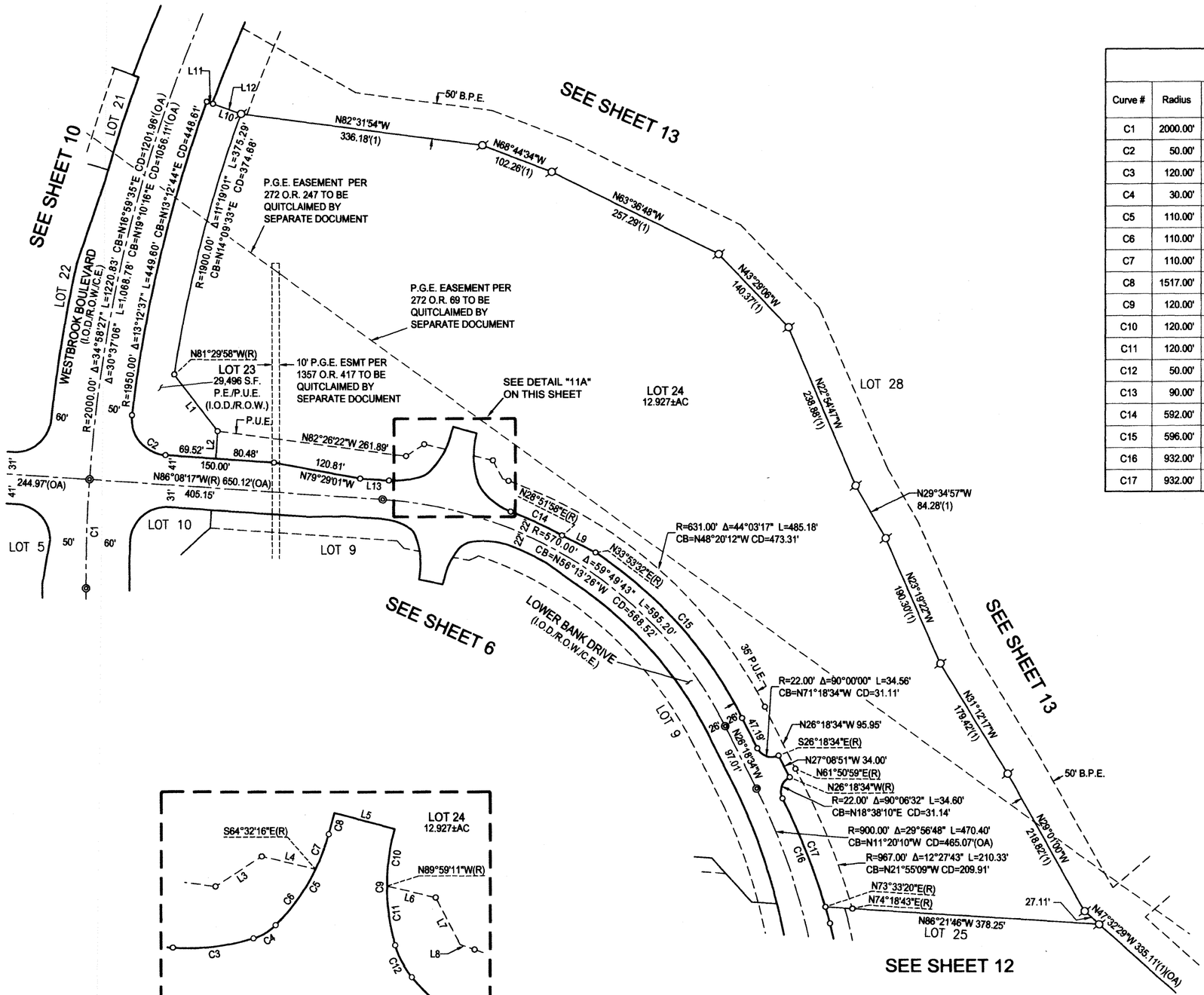

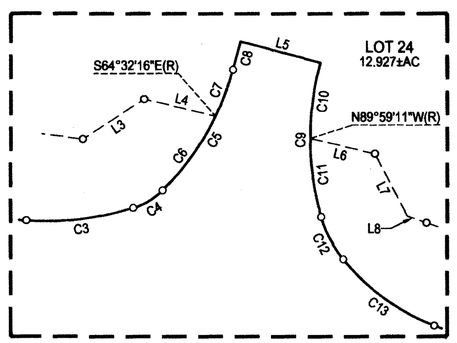

DETAIL "11A"
SCALE: 1"=40'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C2	50.00'	92°44'43"	80.94'	N39°45'56"W	72.38'
C3	120.00'	21°17'00"	44.58'	N83°13'13"E	44.32'
C4	30.00'	27°13'19"	14.25'	N58°58'03"E	14.12'
C5	110.00'	30°36'46"	58.77'	N30°03'01"E	58.08'
C6	110.00'	19°53'39"	38.19'	N35°24'34"E	38.00'
C7	110.00'	10°43'07"	20.58'	N20°06'11"E	20.55'
C8	1517.00'	00°27'46"	12.25'	N14°58'31"E	12.25'
C9	120.00'	31°00'23"	64.94'	N00°17'47"W	64.15'
C10	120.00'	15°11'35"	31.82'	N07°36'36"E	31.73'
C11	120.00'	15°48'48"	33.12'	N07°53'35"W	33.01'
C12	50.00'	22°51'29"	19.95'	N27°13'43"W	19.82'
C13	90.00'	30°01'24"	47.16'	N53°40'10"W	46.62'
C14	592.00'	07°32'50"	77.98'	N64°54'27"W	77.92'
C15	596.00'	29°47'54"	309.97'	N41°12'31"W	306.49'
C16	932.00'	11°26'35"	186.14'	N20°41'49"W	185.83'
C17	932.00'	09°58'26"	162.24'	N21°25'53"W	162.04'

Line Table		
Line #	Bearing	Length
L1	N37°29'50"W	99.09'
L2	N03°51'43"E	38.28'
L3	N56°35'24"E	30.20'
L4	N76°37'47"W	30.42'
L5	N74°47'36"W (R)	34.00'
L6	N76°37'47"W	27.44'
L7	N27°13'29"W	29.19'
L8	N70°21'51"W	8.41'
L9	N63°00'28"W	52.24'
L10	N70°11'00"W (R)	50.00'
L11	N70°11'00"W (R)	8.00'
L12	N70°11'00"W (R)	42.00'
L13	N86°08'17"W	39.88'

N

0 50 100 200

SCALE:1"=100'

FINAL MAP OF

CREEKVIEW - PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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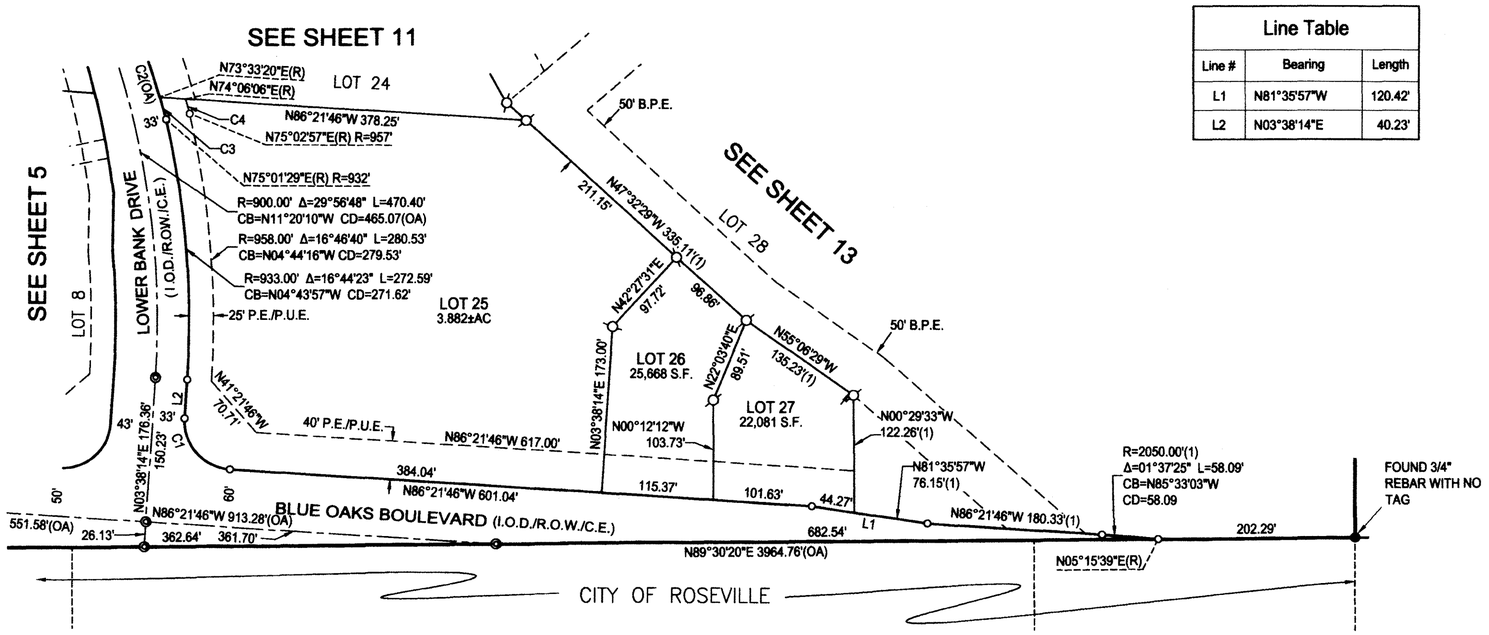

Line Table		
Line #	Bearing	Length
L1	N81°35'57"W	120.42'
L2	N03°38'14"E	40.23'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	50.00'	90°00'00"	78.54'	N41°21'46"W	70.71'
C2	932.00'	11°26'35"	186.14'	N20°41'49"W	185.83'
C3	932.00'	01°28'09"	23.90'	N15°42'36"W	23.90'
C4	957.00'	00°56'51"	15.82'	N15°25'28"W	15.82'

N

0 50 100 200

SCALE:1"=100'

FINAL MAP OF

CREEKVIEW - PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION No. PL18-0190

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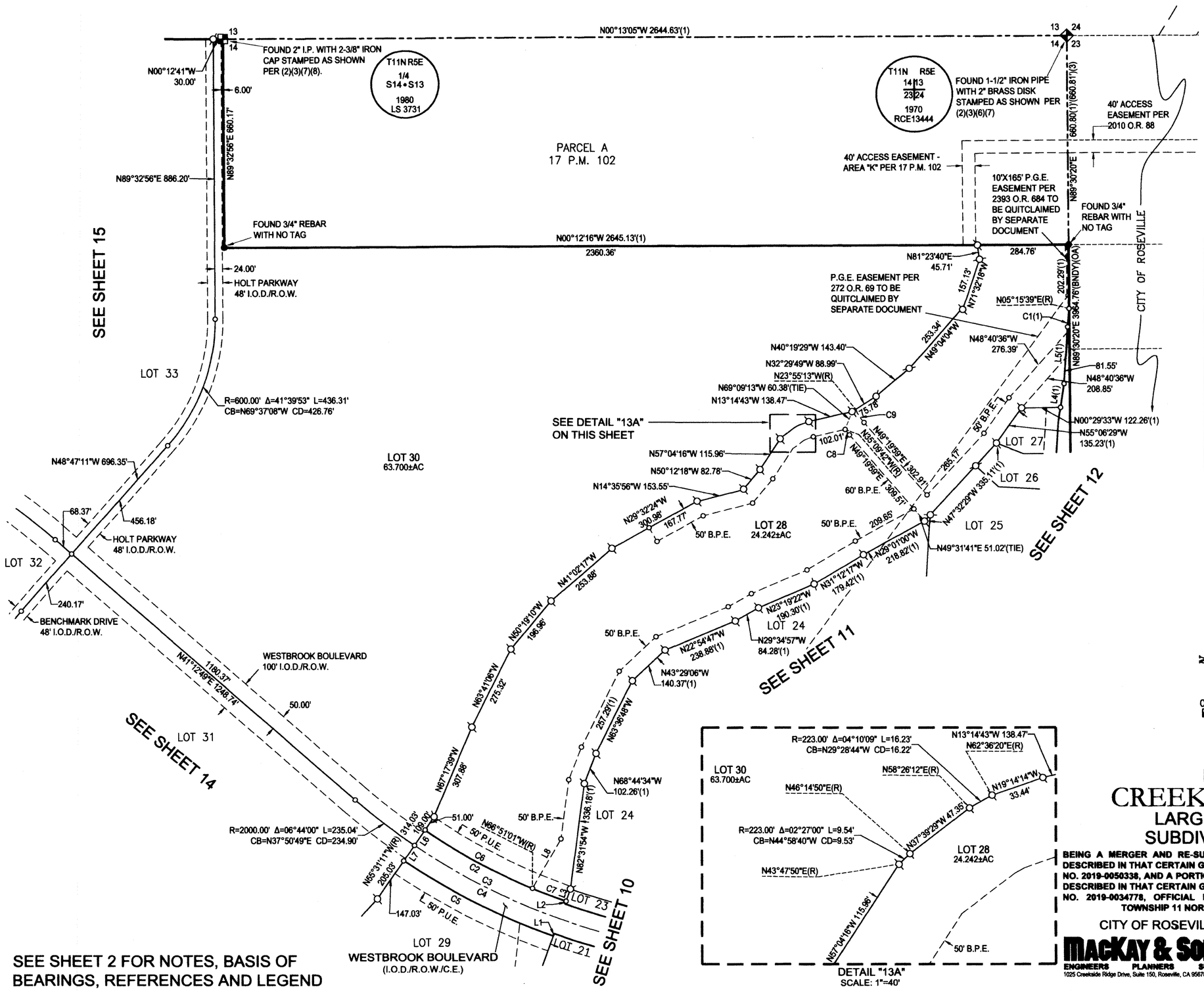
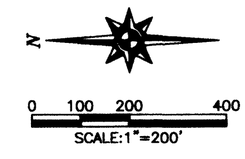


Line Table		
Line #	Bearing	Length
L1	N70°10'40"W	8.00'
L2	N70°11'00"W(R)	8.00'
L3	N70°11'00"W(R)	42.00'
L4	N81°35'57"W	76.15'
L5	N86°21'46"W	180.33'
L6	N55°31'11"W(R)	58.00'
L7	N55°31'11"W(R)	58.00'
L8	N60°09'22"W	180.06'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2050.00'	01°37'25"	58.09'	N85°33'03"W	58.09'
C2	1942.00'	14°39'46"	496.98'	N27°08'56"E	495.63'
C3	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'
C4	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C5	2058.00'	14°39'46"	526.67'	N27°08'56"E	525.23'
C6	1942.00'	11°19'50"	384.04'	N28°48'54"E	383.42'
C7	1942.00'	03°19'56"	112.94'	N21°29'01"E	112.92'
C8	230.00'	05°30'19"	22.10'	N52°05'09"E	22.09'
C9	170.00'	16°44'48"	49.69'	N57°42'23"E	49.51'



DETAIL "13A"
SCALE: 1"=40'

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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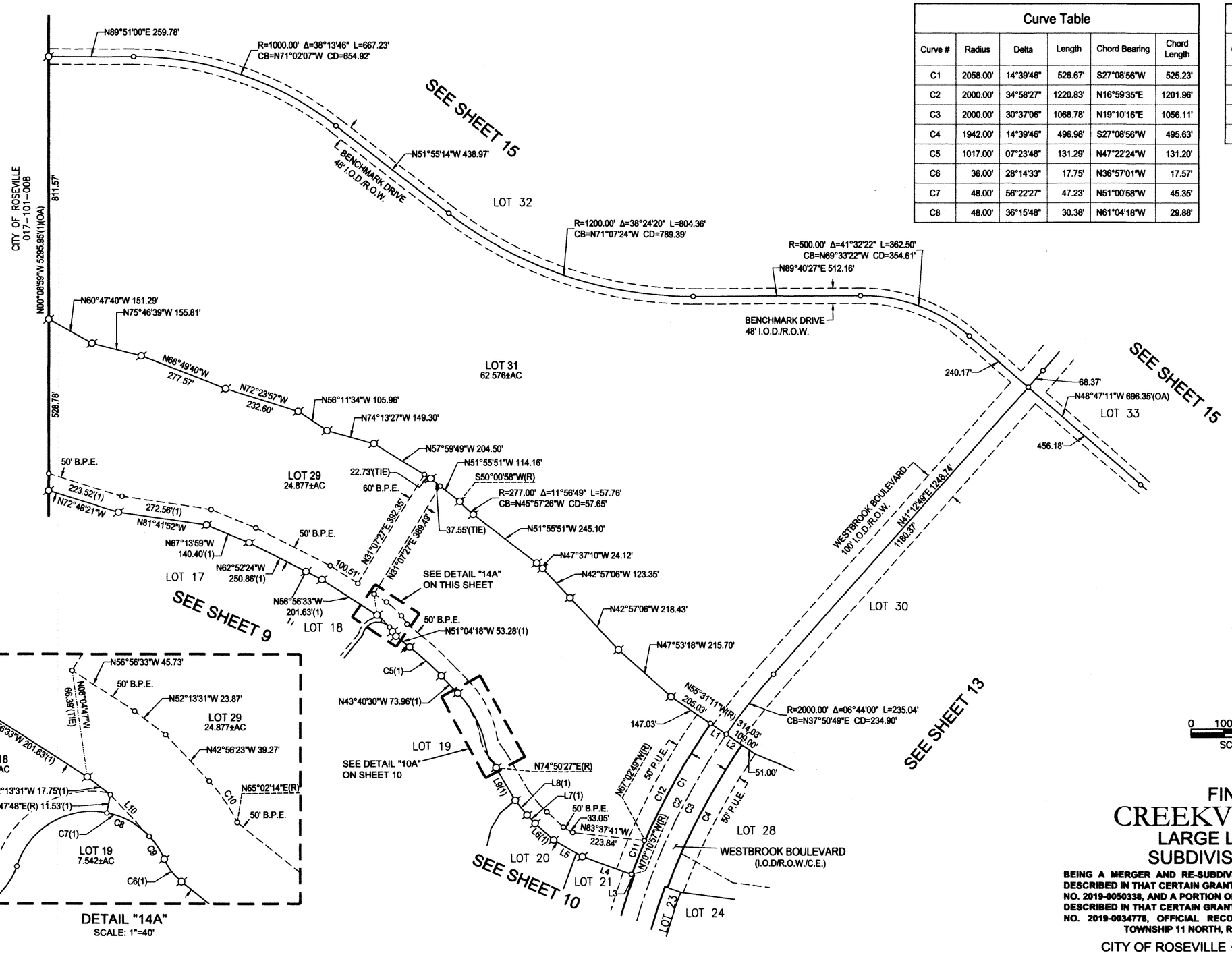
Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2058.00'	14°39'46"	526.67'	S27°08'56"W	525.23'
C2	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C3	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'
C4	1942.00'	14°39'46"	496.98'	S27°08'56"W	495.63'
C5	1017.00'	07°23'48"	131.29'	N47°22'24"W	131.20'
C6	36.00'	28°14'33"	17.75'	N36°57'01"W	17.57'
C7	48.00'	56°22'27"	47.23'	N51°00'58"W	45.35'
C8	48.00'	36°15'48"	30.38'	N61°04'18"W	29.88'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C9	48.00'	20°06'38"	16.85'	N32°53'04"W	16.76'
C10	98.00'	17°58'37"	30.75'	N33°57'04"W	30.62'
C11	2058.00'	03°08'08"	112.63'	N21°23'07"E	112.61'
C12	2058.00'	11°31'38"	414.04'	N28°43'00"E	413.34'

Line Table		
Line #	Bearing	Length
L1	N55°31'11"W(R)	58.00'
L2	N55°31'11"W(R)	58.00'
L3	N70°10'40"W	8.00'
L4	N70°10'40"W	161.76'
L5	N59°48'22"W	101.24'
L6	N47°43'55"W	76.28'
L7	N43°51'22"W	36.16'
L8	N37°55'59"W	58.24'
L9	N30°02'41"W	116.15'
L10	N42°56'23"W	35.21'



FINAL MAP OF

CREEKVIEW - PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

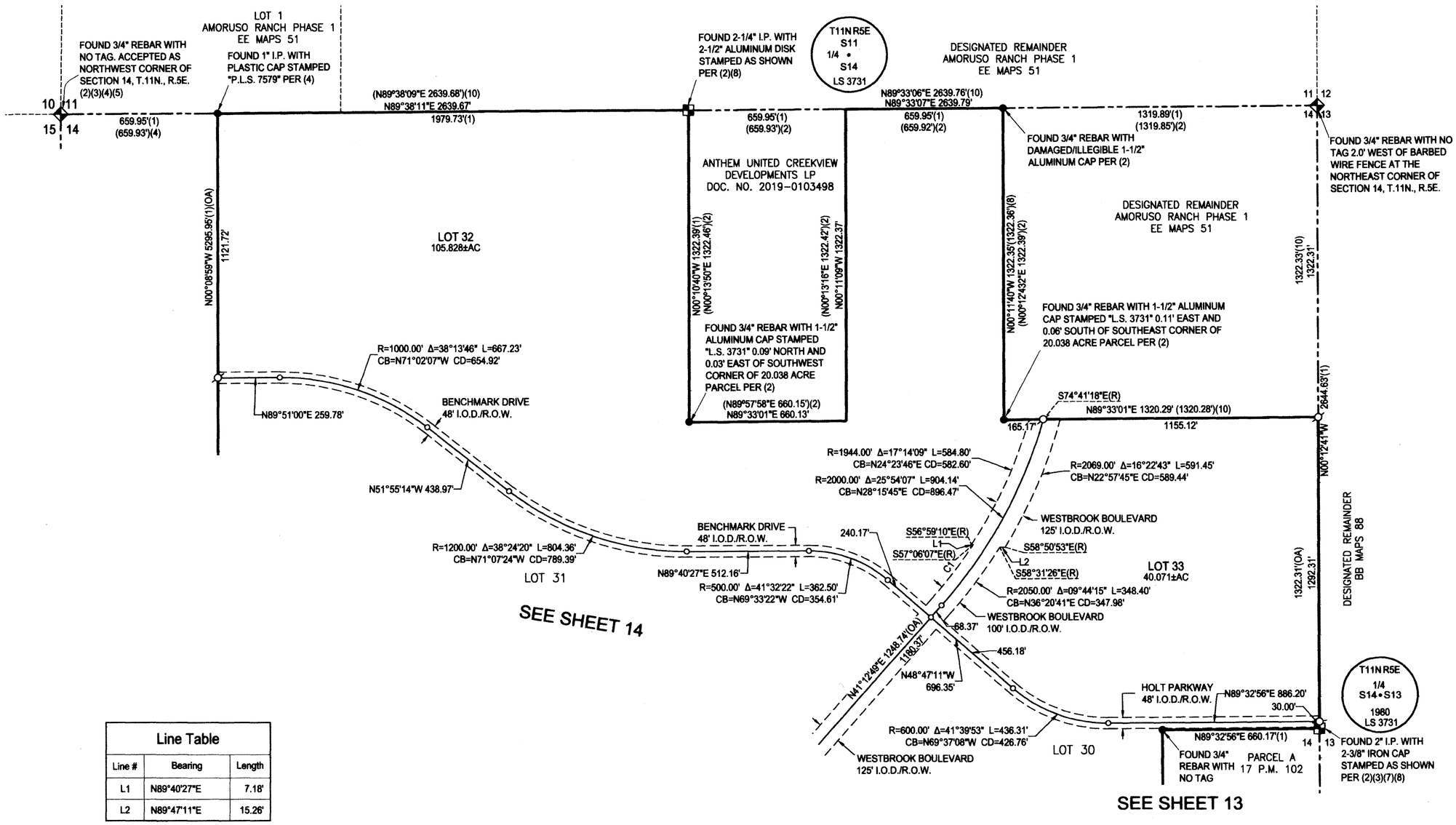
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

APRIL 2020

SHEET 14 OF 15

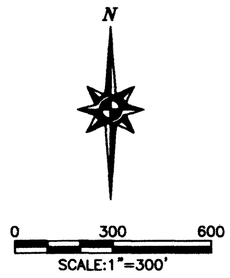
18431.RST

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



Line Table		
Line #	Bearing	Length
L1	N89°40'27"E	7.18'
L2	N89°47'11"E	15.26'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	1950.00'	08°18'56"	283.01'	N37°03'21"E	282.76'



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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APRIL 2020

SHEET 15 OF 15 18431.RST

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

COUNCIL COMMUNICATION

CC #: 1325
File #: 0900-05

Title: Fire Station 2 Remodel - Phase 2 Project - Notice of Completion
Contact: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.24.

RECOMMENDATION TO COUNCIL

Staff recommends Council accept the Fire Station 2 Remodel - Phase 2 Project as complete and adopt a resolution to authorize the Public Works Director to execute the attached Notice of Completion.

BACKGROUND

In 2019 staff accepted bids to update the 34 year old Fire Station 2 at 1398 Junction Blvd. The bids exceeded the available budget for that fiscal year, so staff awarded the contract to the low bidder, Bullard, Inc., and broke the project into two phases in order to spread the cost across two fiscal years. The Phase 1 Project was completed in December of 2019, and on January 5, 2021, the Phase 2 Project was finished.

The previous Phase 1 Project included renovating the firefighters' restrooms and locker area.

The current Phase 2 Project renovation included the:

- Reception area;
- Captains restroom;
- Exercise room; and
- Hallways

Staff has inspected the work and found it complete.

FISCAL IMPACT

The budget for this Phase 2 Project was $130,000 and was funded from the FY2020-21 Fire Department - Renovation and Restoration Project in the Facility Rehabilitation Fund. The Phase 2 final cost was $94,500, or $35,500 under budget.

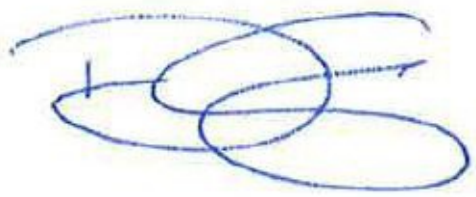
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tisha Chinn, Administrative Technician

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-090

Notice of Completion

RESOLUTION NO. 21-090

ACCEPTING THE PUBLIC WORK KNOWN AS THE FIRE STATION 2 REMODEL - PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Fire Station 2 Remodel – Phase 2 Project, has been approved and the public work accepted.

2. The Public Works Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville

ATTEST:

_____
Sonia Orozco, City Clerk

State of California)
County of Placer)

I,_____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

City of Roseville

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

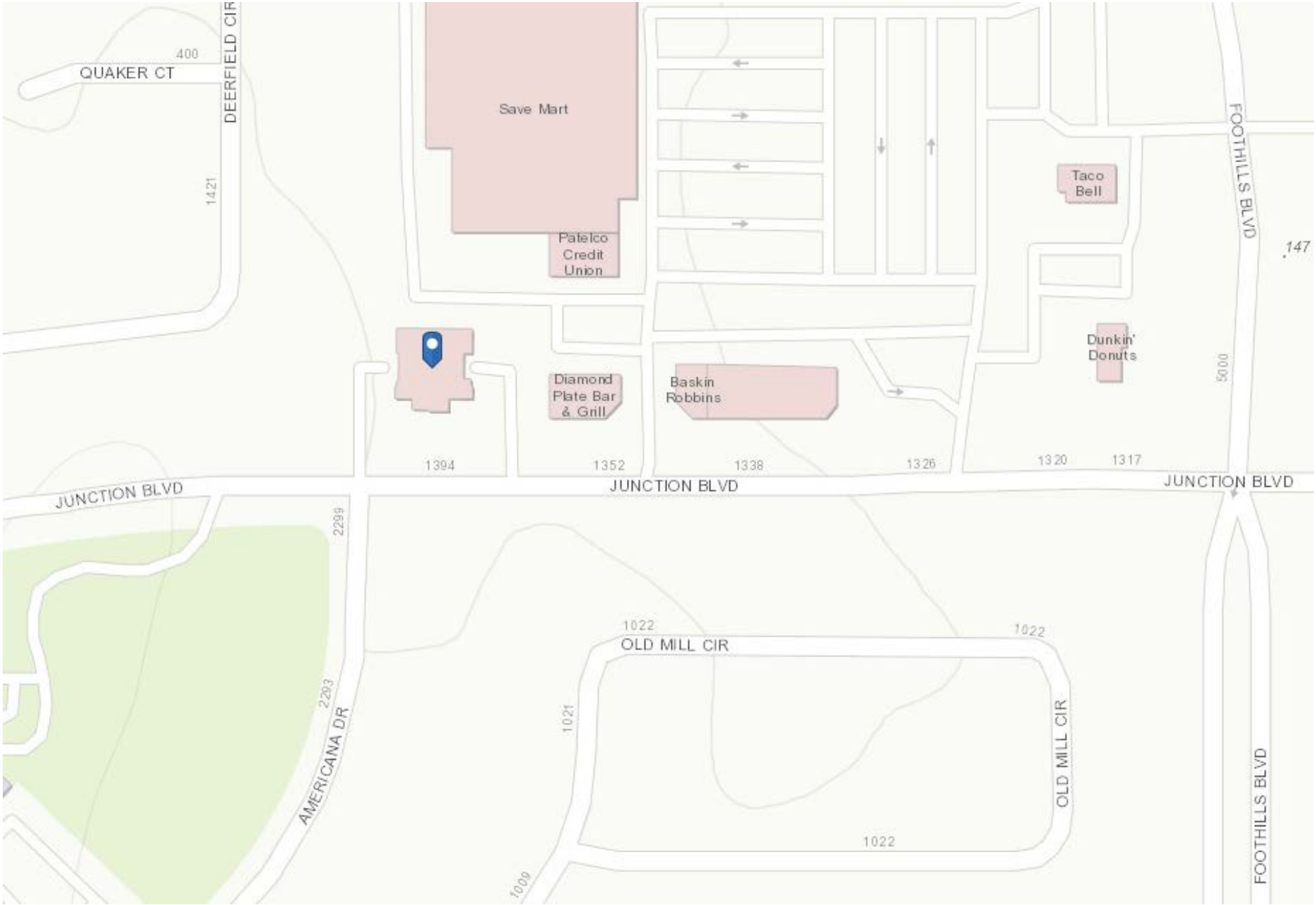
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A – Fire Station 2



COUNCIL COMMUNICATION

CC #: 1353
File #: 0900-04

Title:	116 South Grant Street Phase 1 – Professional Design Services Agreement
Contact:	Lori Hogan 916-774-5707 lhogan@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.25.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve a professional design services agreement with Williams + Paddon/Architects + Planners, Inc. and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

In January of 2020, Roseville Electric Utility purchased the 116 South Grant Street building to support its electric operations and to create a centralized location for customer service. Among other items, this will involve relocating Customer Solutions and Utility Billing to the new building, as well as creating a technology demonstration area to support customer programs and education. To support this effort, the electric utility has been working closely with the Public Works Department on the overall planning and design of the tenant improvements for the new building.

The Public Works Department released RFP 01-033 in November of 2020 to solicit bids for Professional Design Services for 116 S Grant Phase 1 and Phase 2. Eight companies submitted proposals. The proposals were evaluated on overall proposal, project understanding, cost, qualifications and experience. Williams + Paddon/Architects + Planners, Inc. was rated the highest, and staff is recommending they be awarded the Phase 1 professional design services agreement.

FISCAL IMPACT

The cost of the agreement is $104,839.50. Funding is included in the FY2020-21 Electric Fund budget.

ENVIRONMENTAL REVIEW

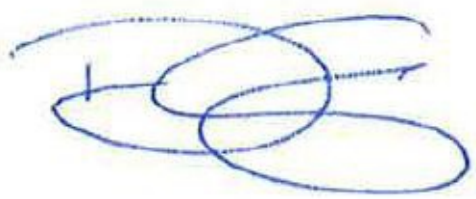
The California Environmental Quality Act (CEQA) only applies to projects which have the potential

to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

Respectfully Submitted,

Lori Hogan, Project Coordinator

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-114

PDSA W+P Phase 1

RESOLUTION NO. 21-114

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WILLIAMS + PADDON/ARCHITECTS + PLANNERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement regarding the 116 S. Grant Street, Phase 1 Project, by and between the City of Roseville and Williams + Paddon/Architects + Planners, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Project: 116 S. Grant Street, Phase 1

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), Williams + Paddon/Architects + Planners, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of Phase 1 design of the Legacy Building located at 116 S. Grant Street; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP #01-033, dated December 17, 2020, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional 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 four thousand, eight hundred thirty-nine dollars and fifty cents ($104,839.50).

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

3. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

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

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

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

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

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be

primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

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

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

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

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of

this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

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

applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

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

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

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

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

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

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

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

the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

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

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

maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

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

17. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE	CONSULTANT
Lori Hogan, Project Coordinator 2005 Hilltop Circle Roseville, CA 95747	Gregory Tonello, Principal 2237 Douglas Blvd., Ste. 160 Roseville, CA 95661

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jason Shykowski Digitally signed by Jason Shykowski Date: 2021.02.25 12:25:40 -08'00'
JASON SHYKOWSKI
Public Works Director

WILLIAMS + PADDON/ARCHITECTS + PLANNERS, INC., a California corporation

BY: _____
its: _____

and

BY: _____
its: _____

WILLIAMS & PADDON • A CORPORATION INCORPORATED JUNE 24 1981 CALIFORNIA

EXHIBIT "A"

6.6 TAB D: Project Understanding

Project Understanding

The City of Roseville tenant improvements described in RFP No. 01-033 are intended to relocate and consolidate Utility Billing services staff from the Civic Center at 311 Vernon Street and Customer Solutions Division staff from Roseville Electric at 2090 Hilltop Circle to shared office space at 116 S. Grant Street in Roseville, CA. The office area is anticipated to include a reception/lobby with customer service windows, private offices, open office(s), storage, IT/utility room(s), workroom(s), and break room. Training room facilities and educational display areas are to be developed within the Reception area as part of the overall tenant improvement scope. These tenant improvements will occupy approximately 15,300 square feet, divided between the first and second floors; some portion of the second floor may remain unoccupied initially, but be available to house future office expansion as needed. In addition to the office tenant improvements, reconfiguration of the main building lobby to secure access to the overall building, and an update to lobby finishes are proposed.

The Project construction delivery method is anticipated to be Public Bid with a licensed General Contractor providing fire protection and fire alarm design / sub-contractors.

PROJECT TEAM

Owner / Tenant:	City of Roseville
General Contractor:	TBD
Architect/Interior Design:	Williams + Paddon Architects + Planners, Inc.
Mechanical Engineer:	Peters Engineering
Plumbing Engineer:	Peters Engineering
Electrical Engineer:	Peters Engineering
Cost Estimating:	Cumming Management Group, Inc.

All other consultants and services are anticipated to be provided by others unless noted as available upon request under Additional Services section herein.

SCOPE OF SERVICES PHASE 1

Design Development

Based on the Program, Narratives, and Conceptual Space Plans provided in Appendix H of the RFP, Williams + Paddon will provide Architectural services and consultant engineering services to develop Schematic / Design Development drawings. Tasks in this phase shall include:

- Demolition and Proposed floor plan(s); up to two (2) revisions of the Conceptual Space Plan included
- Demolition and Proposed Reflected Ceiling Plan(s); preliminary proposed reflected ceiling plan and up to two (2) revisions included
- Preliminary Code Analysis and Exiting Plans
- Demolition and Proposed restroom plan documenting barrier removal work identified in RFP

- Preliminary Window and Door Schedules
- Preliminary Interior Elevations of rooms with special features (includes casework elevations)
- Develop up to two (2) Interior Finish Palettes for review; based on feedback during City review, Williams + Paddon will create one (1) final Finish Palette
- Preliminary HVAC system selections and layouts
- Preliminary Plumbing system selections and layouts
- Prepare MEP Demolition and Proposed restroom plan documenting barrier removal work identified in RFP
- Preliminary Lighting and Power system selections and layouts
- Preliminary Pathway only for IT/Technology, and Security Systems such as Access Control, and CCTV
- Coordinate with City consultant team which may include Furniture, Acoustic, IT/Technology, and Security Systems such as Access Control, and CCTV

Estimate of Probable Construction Cost

At 50% and 90% progress milestones of Design Development completion, Williams +Paddon will prepare an Estimate of Probable Construction Cost. The estimate will consider anticipated cost of construction, factors for escalation (inflationary effects on construction materials and labor), and contingencies (for project unknowns).

Progress Meetings

Williams + Paddon will facilitate progress meetings with City representatives at 50%, 90%, and 100% of Design Development to review and discuss Design Development progress, determine preferred alternates, and secure approval to proceed.

- Up to three (3) meetings (in-person or Video Conference as needed)
- Up to one (1) in-person meeting at Williams + Paddon office (or TBD) to review Interior Finish Palette options

Deliverables

- 50% Progress Documents - Design Development drawings and Estimate of Probable Construction Cost
- 90% Progress Documents - Design Development drawings and Estimate of Probable Construction Cost
- 100% Design Development drawings

Construction Documents

Based on approved 100% Design Development drawings, Williams + Paddon will provide Architectural services and consultant engineering services to prepare construction drawings and sheet specifications in compliance with applicable Codes and Regulations, setting forth in detail the architectural construction requirements for the Project including:

- Code Analysis / Exiting and Code required Signage Plan
- CalGreen Requirements
- Sheet specifications
- Reference Site Plan
- Demolition and Proposed Floor Plan(s)
- Demolition and Proposed Restroom Plan(s) documenting Barrier Removal work identified in Appendix H
- Interior Window and Door Schedules
- Interior Elevations of rooms with special features (includes casework elevations)
- Finish Plan / Schedule
- Demolition and Proposed Reflected Ceiling Plan(s)
- Architectural Details
- HVAC construction drawings
- Plumbing construction drawings
- Prepare final demolition and Proposed Restroom Plan(s) documenting Barrier Removal work identified in Appendix H
- Electrical Lighting and Power system construction drawings
- Show final pathway only for IT/Technology, and Security Systems such as Access Control, and CCTV
- Show conduit pathway only from MPOE to new data rooms on the 1st and 2nd floors
- Show conduit pathway only from the data rooms to cubicles and offices
- T-24 documentation for Tenant Improvement scope of work

Estimate of Probable Construction Cost

At 50% and 90% progress milestone of Construction Document completion, Williams + Paddon will prepare updates to the Estimate of Probable Construction Cost. The estimate will consider anticipated cost of construction, factors for escalation (inflationary effects on construction materials and labor), and contingencies (for project unknowns).

Progress Meetings

Up to two (2) meetings (in-person or Video Conference as needed)
Electrical Engineer – One (1) meeting with Technology Staff to confirm requirements for data locations to show pathway

Deliverables

50% Progress Documents – Construction Documents and Estimate of Probable Construction Cost
90% Progress Documents – Construction Documents (Agency Submittal Set) and Estimate of Probable Construction Cost
100% Construction Documents and Sheet Specifications (Final Bid Set)

Plan Check/Building Permit Application

The City will be responsible for processing applications for Building Permit, including preparation of submittal and routing of permit application and documents to agencies having jurisdiction. Williams + Paddon will provide Architectural services and consultant engineering services to respond in a timely manner to comments during the Agency Plan Review and Permit Process.

Bidding / Negotiations

Final Construction Documents will be provided to the City for use during bidding as noted in Phase 5 – Construction Document deliverables.

Pre-Bid Meeting

Pre-Bid Walk-through will be facilitated by the City; Williams + Paddon will attend.

Bid Process Administration

The City will facilitate bid process, including distribution and tracking of bid documents. Williams + Paddon will provide Architectural services and consultant engineering services for clarifications and addenda as necessary and assist in review and evaluation of Proposals.

- Review Bidder's requests for interpretations of Bid Documents and requests for proposed product substitutions
- Prepare bid addenda as may be required
- Assist City with bid proposal review and selection of responsible contractor bids

Meetings

One (1) Pre-Bid Walk-through

Deliverables

Bid Documents and addenda to be provided to City in PDF Format

Construction Administration

It is assumed that the Project will be constructed over a four (4) month duration. Williams + Paddon will provide services in connection with construction phase activities, including:

- Coordinate, review and process Contractor's Requests for Information (RFI) and Change Orders
- Prepare drawing and specifications exhibits as required for changes in work initiated by Williams + Paddon or the City
- Conduct site visits to become generally familiar with the progress and quality of the work completed; prepare Field Reports

On-Site Construction Meetings and Construction Field Observations
Williams + Paddon will visit the site at intervals appropriate to the stage of demolition and construction or as otherwise agreed in writing to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents and prepare related reports and communications. Construction meetings shall be facilitated by the General Contractor.

Meetings / Site Observation Visits
Architect - up to six (6) On-site Construction Meetings / Construction Field Observation visits (meetings and field observations shall be concurrent)

Mechanical Engineer - up to three (3) Site Visits

Electrical Engineer - up to three (3) Site Visits

Deliverables
Field Reports

Project Closeout Services
Initiated upon notice from the General Contractor that the work, or a designated portion thereof which is acceptable to the City, is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended. Williams + Paddon will conduct walk-through of completed work with representatives of the City and the General Contractor to identify punchlist of items requiring correction by the General Contractor and will attend a follow-up walk-through to observe that punchlist items have been corrected.

Punchlist Site Visits
Architect – one (1) punchlist site visit and one (1) final walk-through
Mechanical and Electrical Engineers – one (1) punchlist site visit and one (1) final walk-through

Deliverables
Punchlist
PDF and AutoCAD Documents

SCOPE OF SERVICES PHASE 2

As needed design services for the 3rd and 4th floor of 116 South Grant Street.

SCOPE OF OPTIONAL SERVICES

Meeting Attendance

Attendance at meetings in addition to those quantified herein is available when requested in writing by the City and will be billed on a Time Expended Basis.

Digital Study Models and Color Renderings

The City may desire 3-d (digital) black and white study models or color renderings to assist them in visualizing the 3-dimensional space of key selected locations or presenting the proposed Project to City staff. Williams + Paddon will provide these study models and/or renderings as an additional service upon request of the City. At time of request, Williams + Paddon will discuss the number of rendered views, and the level of detail desired and provide an estimate for the work.

Air/Water Survey

As the existing HVAC system, including the subsequent ductwork and airflow delivery, were based on design assumptions prior to the identification of potential tenants and their specific space needs, an air/water survey may be desirable. This topic is further discussed under "Special Considerations". The mechanical engineer estimates the cost of this survey at $5,580, which can be provided with written approval of this additional scope and fee by the City.

Additional Services

Services which are not included in Basic Services or Optional Services may be added to the contract/project scope as an Additional Service to the City and are subject to additional compensation. Not Included in Basic Services fee proposal but can be provided as an Additional Service:

- Civil Engineering
- Landscape Architecture
- Structural Engineering
- Building Envelope Consulting
- Food Service Consultant
- Graphic Design
- Project Signage not required by Code
- LEED, or other green rating system, documentation, Certification
- Commissioning
- Design services in connection with tenant improvements on the 3rd and 4th floor at 116 S. Grant
- Building Area Calculations based on BOMA Standards
- Review and approve or take other appropriate action upon Contractor's Applications for Payment.

- Provide input to representatives of the City in evaluating acceptance/rejection of work when requested
- Assist representatives of the City in review of Contractor's As-Built Drawings, Operations and Maintenance Manuals, warranties, and other required close-out items to verify compliance with Contract Document requirements.
- Prepare Record Drawings based on As-Built documentation provided by the Contractor

Assumptions

- Digital drawings (as available) for existing Site and Building improvements (shell, core, and tenant improvements) will be provided by City in PDF format
- Existing Parking for 116 S Grant is adequate
- Path of Travel is compliant with current Codes and Regulations
- Main existing HVAC equipment can accommodate the remodel and no additional main equipment will be required

Project Approach

Philosophy

Our philosophy is to provide the highest level of professional service to our Clients by creating lasting built environments that respond to program, budget, site, and schedule. Involve/ Connect/ Delight is not just a catchphrase, it is foundational to the way we work. Our team's Involvement in the design of Workplaces gives us in-depth insight which guides us through every project. We Connect with our Clients through Programming and Design and strive to understand their specific needs and desires for their Workplace. Working with our Clients, we create a space that will Delight both in function and aesthetics.

Williams + Paddon's collaborative process with the City and the consultants applies to information gathering, problem-solving, technical solutions, creativity, functionality, and cost-effectiveness - each team member has a voice in authoring the needs and goals of the Project, in developing ideas, innovations, and solutions that are responsive and respectful of the Project's budget and schedule. This collaboration will occur at all phases of the project scope:

- Design Development
- Construction Documents
- Bidding and Negotiation
- Construction Administration (including project closeout)

We believe that successful projects result from a well-conceived, organized, collaborative, and accountable process that addresses and responds to the needs of all stakeholders - priorities are set, wise compromises made when needed, and schedule and budget respected. We view our role as both leader and facilitator of that process.

How We Work

Williams + Paddon undertakes every project as being unique - influenced by specific needs, wants, and desires of the various stakeholders involved. Williams + Paddon's collaborative and participatory approach promotes an organized

EXHIBIT "B"

6.7 TAB E: Cost Proposal

Phase 1 – 1st Floor / 2nd Floor: Total Cost per Section per Scope of Work

Total Cost $	**$ 104,839.50**
Design Development:	$ 40,269.50
Construction documents	$ 48,564.00
Bidding / Negotiations	$ 3,439.00
Construction Administration	$ 8,903.50
Project Closeout Services	$ 3,663.50

Phase 2 – 3rd Floor / 4th Floor: Rate Schedule For As-Needed Services

The total Do Not Exceed amount for the individual rates will not exceed $60,000.

Labor	Hourly Rate
Architect	
Principal	$235.00
Associate Principle	$198.00
Sr. Project Architect	$178.00
Sr. Project Manager	$178.00
Project Architect	$162.00
Sr. Interior Designer	$158.00
Project Manager	$138.00
Interior Designer	$128.00
Design Professional I	$118.00
Design Professional II	$96.00
Design Professional III	$72.00
Mechanical, Plumbing, and Electrical Engineers	
Principal	$185.00
Senior Engineer	$160.00
Project Manager / Engineer	$135.00
Senior Designer	$105.00
Designer	$95.00
CADD	$85.00
Clerical	$70.00
Cost Estimator	
Managing Director / Vice-President	$210.00
Associate Director	$190.00
Senior Cost Manager / MEP	$180.00
Cost Manager / Estimator	$170.00
Fire Alarm Eng & Design	n/a
Fire Sprinklers	n/a
Miscellaneous	n/a

COUNCIL COMMUNICATION

CC #: 1349
File #: 0704-01 & 0214

Title:	California Park & Recreation Society/National Fitness Campaign Grant Award
Contact:	Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.26.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to accept a $25,000 grant award through the California Park & Recreation Society/National Fitness Campaign grant program towards the installation of a fitness court at Maidu Regional Park. Staff will also work to secure additional funds for this project.

BACKGROUND

The California Park & Recreation Society and National Fitness Campaign have partnered to offer $25,000 grants toward outdoor fitness courts. This was a competitive grant. The City of Roseville was selected as one of 20 cities to receive the grant.

The purpose of the project is to promote and implement a public outdoor fitness court. During this last year, due to the COVID-19 pandemic, the City's parks, trails and open spaces have been used by our community more than ever. Residents have been asking for more fitness opportunities throughout our park system. This fitness court fits well within the City's goal of providing accessible park components that promote physical health and mental wellness. Maidu Regional Park, in the area between the community center and library, has been chosen as the location for this outdoor fitness court. The visibility and adjacency to parking, along with the looped trails at the park, make this an ideal location.

The grant award also ensures guidance and ongoing collaboration with the National Fitness Campaign to assist in fundraising efforts, installation and train the trainer programs so that the City can not only offer free public access but also offer fee-based fitness classes outdoors.

FISCAL IMPACT

The $25,000 grant would partially fund the project. In total, the project is estimated to cost $150,000. Staff will seek partners to sponsor or donate towards the project to reduce the amount needed from the City. A City investment of $125,000 to support this project will be included in the proposed FY2021-22 Capital Improvement Program for Council consideration this year.

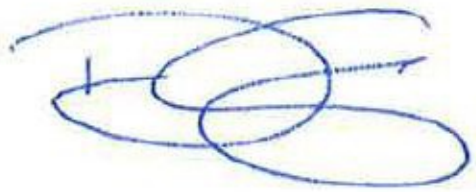
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines S15060(c)(3) and §15378. Accepting grant funds for fitness courts at Maidu Regional Park meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-110

Picture Example

RESOLUTION NO. 21-110

ACCEPTING GRANT FUNDS AND COMMITTING TO SECURE ADDITIONAL FUNDS FOR AN OUTDOOR FITNESS COURT® AS PART OF THE 2021 CALIFORNIA PARK & RECREATION SOCIETY/NATIONAL FITNESS CAMPAIGN

WHEREAS, the City of Roseville submitted a Grant Application to the California Park & Recreation Society (CPRS)/National Fitness Campaign (NFC) for participation in the 2021 initiative to install and activate outdoor Fitness Courts® in 200 cities and schools across the country; and

WHEREAS, the City of Roseville will accept a $25,000 grant award from CPRS/NFC and provide a local match in the amount of $125,000 to promote and implement free access to theFitness Court® and fee based outdoor fitness programs; and

WHEREAS, the City of Roseville will secure additional funding as needed through community sponsors; and

WHEREAS, the City of Roseville will commit to begin construction during the FY2021-22; and

WHEREAS, the City of Roseville believes the outdoor Fitness Court® is an important wellness ecosystem that supports healthier communities, commits to funding/fundraising to participate in CPRS/NFC's 2021 Campaign, and will earn local and national recognition as a leader in providing affordable health and wellness.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City accepts the 2021 California Park & Recreation Society/National Fitness Campaign grant funds.

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

AYES COUNCILMEMBERS:

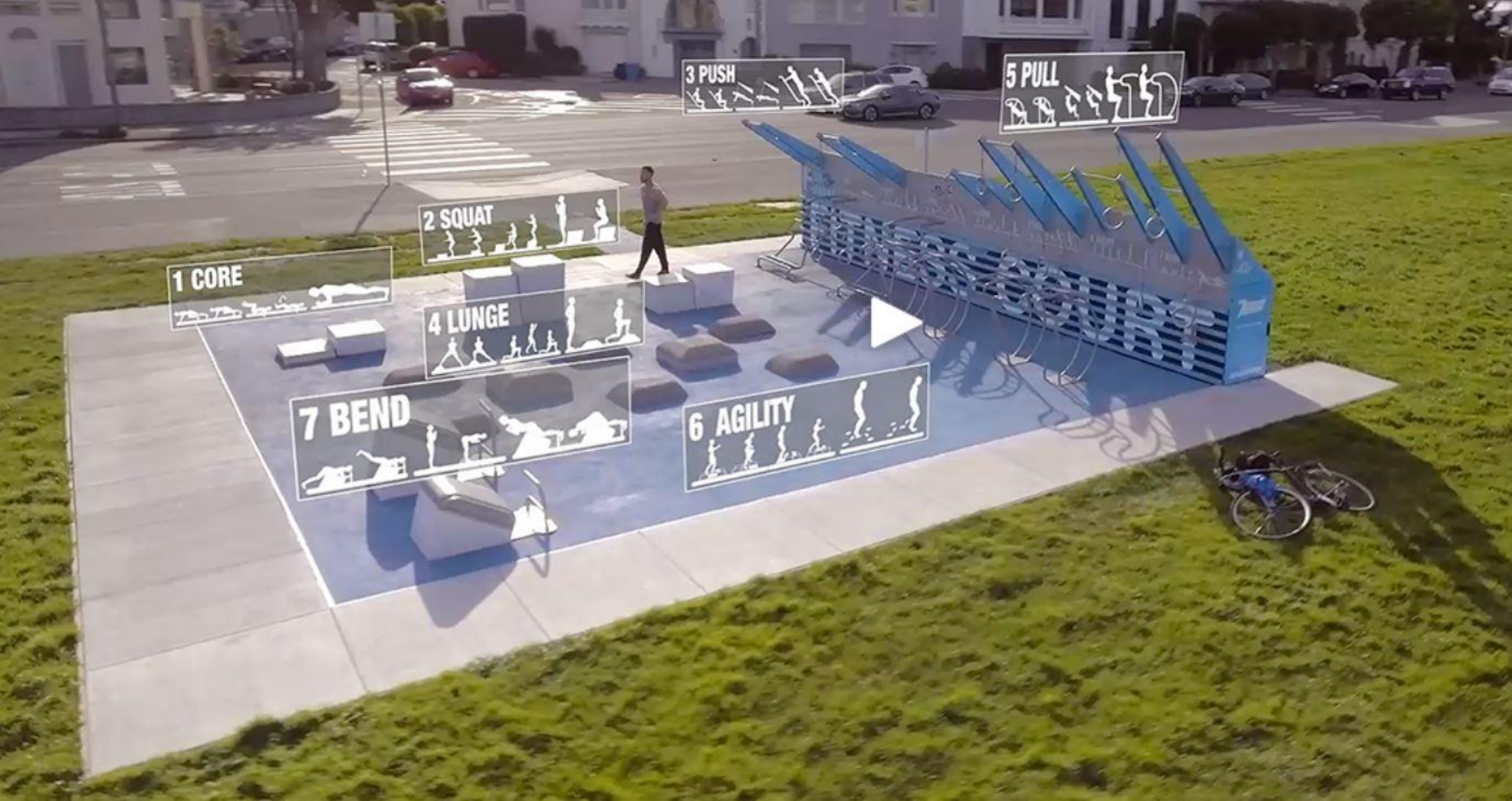
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk


3 PUSH
5 PULL
2 SQUAT
1 CORE
4 LUNGE
7 BEND
6 AGILITY

COUNCIL COMMUNICATION

CC #: 1339
File #: 0704

Title: Park Name Recommendations
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.27.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve the following names for the new parks noted below:

• Four Corners Park for W-50C, a 1.2-acre neighborhood park located off Garland and Telluride/Silver Plume/Castle Rock in West Roseville.
• North Hayden Park for F-101, a 1.2-acre pocket park located off North Hayden Parkway in the Fiddyment Farm area of West Roseville.

BACKGROUND

Advertisement for names for the above parks occurred in July through August 2020. The advertisement period was four (4) weeks. The Park Naming Subcommittee, consisting of John Allard, Krista Bernasconi, Mike Esparza, Matthew Bridge, and Denis Nishihara, met virtually on September 30, 2020 to review the name submissions along with names on the “active” from last year. “Active” are those names received the year prior and not selected.

Pocket park F-94 was also eligible for naming. This is a 1-acre pocket park north of North Hayden in West Roseville (Fiddyment Farm). Given the timeline to begin construction of this park (Summer 2021), the Subcommittee has chosen to postpone naming this park until the next park naming cycle. Per the policy, the park naming advertisement occurs each July.

Consistent with policy, a short list of names will be forwarded for recommendation to the City Council, upon review and approval by the Parks & Recreation Commission. This year, the Subcommittee elected to forward only one name recommendation for each new park.

Names not selected for recommendation will remain on the “active” list for one year. Please see the attachments for the submission received during this latest advertisement.

Parks & Recreation Commission
The recommended names were presented and approved by the Parks & Recreation Commission

at the February 1, 2021 meeting.

FISCAL IMPACT

Park identification signs for new parks will be included in the construction budgets of each park. There will be no General Fund Impact.

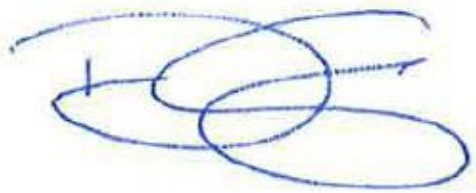
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-100

2020 Park Name Submittals

2019 Active Name List

W-50C Master Plan

F-101 Master Plan

RESOLUTION NO. 21-100

APPROVING PARK NAME RECOMMENDATIONS

WHEREAS, advertisement for names for the above parks occurred in July through August 2020; and

WHEREAS, the Parks Naming Subcommittee met on September 30, 2020 to review the name submissions along with names on the "active" list from last year; and

WHEREAS, the Parks Naming Subcommittee recommended two name recommendations, as follows:

1) Four Corners Park for W-50C, a 1.2-acre neighborhood park located off Garland and Telluride/Silver Plume/Castle Rock in West Roseville; and
2) North Hayden Park for F-101, a 1.2-acre pocket park located off North Hayden Parkway in the Fiddyment Farm area of West Roseville.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the names recommended by the Parks Naming Subcommittee are hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

RECEIVED
2020 JUL -8 AM 11:52
CITY CLERK'S OFFICE
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name Doug Allen community Park
*(Print or type the suggested name **exactly** how you would like it to read)*

Park Preference: ☐ Any park site ☒ F-101 1.5Acre N. Hyden Park *(Specify park)*

# of years as a Roseville Resident 45 years

Reason for Suggestion *(Must be completed for further consideration)*:

Doug Allen has been building into the fabric of the Roseville community for the last 45 years, and would love to be considered for the funding and naming of this future park. He has lived in central, east and west Roseville for the last half-century, with the exception of when he enlisted into the armed services and served our country. He has improved over 100 Roseville properties by taking dilapidated houses and rehabbing them into nice places to live. This not only cleans up the neighborhood, but also increases the desirability and raises the tax base on each individual property. Doug Allen has raised up his family in the Roseville community. His daughter, son-in-law, and 9 month old grandson have carried on the tradition by planting roots here as well! Doug has given back to his community in many ways, which includes serving as a volunteer in the emergency department at Sutter Roseville hospital. I hope you will consider his name for the naming of this park. Thank you for your consideration.

Attach a second sheet if necessary. ☐ *Attachment included*

Name Douglas S. Allen
(of individual submitting request)

Address PO Box 543 Rsvl. CA. 95678 / 6040 Riding Path Dr. Rsvl CA 95747

Phone Number/Email Address (916) 532-1598 doug10622002@yahoo.com

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____

Subcommittee Review Comments:

_____

_____

_____

CITY OF ROSEVILLE CALIFORNIA

RECEIVED
2020 JUL 14 AM 10:24
CITY CLERK DEPARTMENT
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name Wendy Goerig Park
(Print or type the suggested name exactly how you would like it to read)

Park Preference: ☒ Any park site ☐ _____ *(Specify park)*

# of years as a Roseville Resident 30

Reason for Suggestion *(Must be completed for further consideration):*

Attach a second sheet if necessary. ☒ *Attachment included*

Name Kevin Hernandez
(of individual submitting request)

Address 650 Douglas Blvd. Roseville, CA

Phone Number/Email Address (530) 383-2964 | Events@Rosevilleareachamber.com

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____

Subcommittee Review Comments:

July 14, 2020

Roseville Area CHAMBER of COMMERCE
650 Douglas Blvd.
Roseville, CA 95678

To Whom it May Concern,

It is my pleasure to nominate Wendy Gerig's name for a Roseville park. As the Roseville Area Chamber of Commerce CEO, Wendy has utilized her platform in many ways to support Placer County for over twenty years. In 2018, Wendy Gerig celebrated her 25th year as the CEO of the Roseville Area Chamber of Commerce.

Wendy has earned the respect of her peers and serves as a role model in several ways. Wendy started the Leadership Roseville program twenty-four years ago; a program designed to educate and develop effective community leaders who help create a spirit of cooperation for the resolution of future community challenges in Placer County.

Wendy also brought SPLASH to Roseville, which celebrated its 24th year in 2019. SPLASH is an evening featuring restaurants, wineries, breweries and live bands in Roseville. The Chamber has partnered with The City of Roseville every year on this event, with a portion of the proceeds going towards the City's At-Risk Youth Programs. To date the Chamber has donated over $425,000 to the City of Roseville's At-Risk youth.

Wendy currently serves on the Board of Directors for Placer Valley Tourism, Rotary Club of Roseville, the Downtown Merchants and participates every year in the Tommy Apostolos shopping day fundraiser which helps children in need find warm winter clothing. Wendy is a proud Supporter of KidsFirst, an organization whose mission it is to treat and prevent child abuse through education, advocacy and counseling.

Wendy contributes to improving and enhancing lives of not only residents in Placer County, but she is also an advocate for our business community. Wendy's relationship with the City of Roseville has truly laid the groundwork for how Roseville operates. Wendy also believes in preserving Historic Roseville and keeping it a place where small businesses can thrive and conduct business. Through her many strategic partnerships, she has helped set Roseville apart from other cities. Prior to Roseville, Wendy served as the CEO of the Benicia Chamber of Commerce and has been actively invested in Chamber life since her High School years.

Wendy has been recognized by several large and small organizations for her various services, both professional and charitable. She was honored by the Sutter Solano Medical Center Foundation for serving on their Board of Trustees from 1985 until 1990. Wendy was also honored for serving on the Board of Directors from 1996 until 2003 by the Western Association of Chamber Executives. Advantage Roseville has recognized Wendy for her distinguished leadership and community partnership in promoting job creation and capital investment in Roseville. Wendy has also led the Roseville Area Chamber of Commerce to a 5 Star Accreditation by the US Chamber of Commerce. Roseville is the only 5-star accredited Chamber in Northern California. On top of the 5-star accreditation, the Roseville Area Chamber has been awarded by Cal Chamber with the President's Circle award eight years in a row under Wendy's guidance.

Wendy makes all of these investments in our community look effortless. She works tirelessly to get the job done and never expects credit for doing so. My hope with this park named after her, is to recognize a woman who has truly made a difference in Placer County. It is because of her vision, execution and follow through that Roseville is what it is today.

Sincerely,

Kevin Hernandez

Director of Events & Sponsorship

CITY OF ROSEVILLE CALIFORNIA

RECEIVED
2020 JUL 14 PM 2:53
CITY CLERK DEPARTMENT
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name Audrey Huisking Park
*(Print or type the suggested name **exactly** how you would like it to read)*

Park Preference: ☒ Any park site ☐ _____ *(Specify park)*

# of years as a Roseville Resident 56 years

Reason for Suggestion *(Must be completed for further consideration)*:

See attached

Attach a second sheet if necessary. ☒ *Attachment included*

Name Carol Lindemer (daughter)
(of individual submitting request)

Address 612 Harlequin Dr. McKinney, TX 75072

Phone Number/Email Address (818) 635-8541 cclindemer@yahoo.com

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____ Has this name been submitted before? ☐ Yes ☐ No

If yes, when? _____

Subcommittee Review Comments:

_____

_____

_____

On June 21,2006 my dad asked me to help him with submitting an application for naming a park honoring my mother, Audrey Huisking. The park naming process and application sat in my "Inbox" for years. After my dad passed away in 2012 I kept thinking that I wanted to follow through on something that was very meaningful to him (and to our family).

My mom loves Roseville and has volunteered more than 46 years on various city commissions. She raised four children in Roseville and always felt a great civic duty to serve Roseville. It was her way to keep Roseville a unique and wonderful place to live and to learn about all areas of the city government and how best she could contribute.

She is currently on the Parks & Recreation Commission and is hoping to be appointed to the Transportation Commission. She has no idea that I am submitting this application (My brother was able to track down articles from The Press Tribune to collaborate the dates of her service – beginning in June).

Thank you for your consideration!

Transportation Commission June 26, 1974 – January 2, 1978

Parks and Recreation Commission Appointed January 3, 1978

Subcommittee for future youth commissioners February 1978

Parks and Recreation Commission Reappointed July 19,1980

Chairman of Landscaping Subcommittee July 8, 1981

Parks and Recreation Commission Reappointed June 29, 1984

Planning Commission from May 13, 1987 - June 30, 1998

Parks & Recreation Commission from July 1, 1998 - January 23, 2001

Planning Commission from January 17, 2001 - June 30, 2004
In between she served on the **Creek Riparian Management & Restoration Plan Citizens Advisory Committee** from June 4, 2003 - September 7, 2005

Planning Commission from July 7, 2004 - June 30, 2008

Planning Commission July 2, 2008 – June 30, 2012

Parks & Recreation Commission from January 16, 2013 – December 31, 2016

Parks & Recreation Commission from January 18, 2017 - Present

P.O. BOX 2039
ROSEVILLE, CA 95678

The Press-Tribune

48TH YEAR — NO. 263 | Phone 783-0461 | ROSEVILLE, CALIFORNIA 95678, THURSDAY, JUNE 27, 1974 | 10c per copy | 10 Pages

City personnel board gets new members

Two new appointments plus a replacement for Francis Stoffels on the city personnel board were announced last night by the city council.

Named to fill the unexpired term of Stoffels, who left the board in April, was Ed Easter, a local businessman. Stoffels' current term would have expired in August, 1976.

New to the five member board will be Mrs. Mary Jo Lawrence, owner of the Flamingo Motel and apartments, and Robert Levesque, a general investigator for the Air Force Police Division at McClellan. Their terms will run until 1978.

The personnel board was increased from three to five members in a city charter amendment approved by the voters in April. Retaining their memberships on the board are Gene Horkey, chairman and Joaquin Brand.

Mrs. Audrey Husking, a housewife, was appointed by the council to replace Ken Hanley on the Transportation Commission who had served on the commission since its inception as an interim committee to study the transportation needs of the city.

Reappointed to the commission was Jim Donley, also an original member of the interim transportation committee. The other three members of the board are Oscar Meza, Manuel Williams and Fred Lacy Jr.

Named to the Environmental and Architectural Review Committee as a replacement for Harry Crabb Jr. was Ralph A. Gumby, a highway engineer with the State Department of Transportation.

Crabb was recently appointed by the council to the Planning Commission. Reappointed to the committee were Roy Nordyke and Bobby Ruhkala.

The council recently approved a resolution creating a permanent Environmental and Architectural Review Committee to be composed of four members from the general public and one member from the Planning Commission.

Richard Roccucci serves as the member from the Planning Commission, with Mrs. Betty Flatt as an alternate. One vacancy still exists.

Supervisors back Bi-centennial plan

In county-wide actions Tuesday, supervisors went on record supporting the Placer County Chamber of Commerce's request to form an American Revolution Bicentennial Commission to prepare for the nation's 200th anniversary in 1976.

Randy Shields, manager of the county chamber, said Placer may be eligible for federal bicentennial funds if such a commission is formed.

In addition to supporting the request, supervisors instructed the county chamber to formulate a list of appointments to the commission.

Salt water gets tree death blame

SAN FRANCISCO (UPI) — The salt water used for winter de-icing of highways has damaged or killed thousands of pine, fir and cedar trees in the Lake Tahoe Basin, according to the U.S. Forest Service.

Rangers said Wednesday the adverse effects of the salt have been noted at 300 sites.

Trees growing near de-iced highways were more often damaged or dead than trees at great distances from the pavement, they said. In some cases, trees up to 100 feet from the highway showed damage.

California Regional Forester Doug R. Leiz said the damage would continue if the use of de-icing salt continued at the present level.

Leiz said the salt is taken up into the trees through the roots as the snow melts in the spring and accumulates in the tips of the needles.

As salt concentrations increase, he said, the needles brown and die, the trees weaken and — when needles are killed — the tree dies, the forester said.

The Press-Tribune

70TH YEAR — NO. 194 | Phone 783-0451 | ROSEVILLE, CALIFORNIA 95678, TUESDAY, APRIL 6, 1976 | 10c per copy | 24 Pages

By Carmelo Martin

Today I'm stealing an idea from Marta Belisle, Roseville chamber executive.

In her monthly letter to Chamber members she listed all members of boards and commission in the city with the meeting date.

As not everybody gets a chance to see this I thought it would be good to repeat it so that individuals needing to contact members of the various entities would know when the meetings are conducted and the members.

The personnel board meets the first Tuesday of the month and members are J. E. Brand, E. R. Horkey, Robert Levesque, Mary Jo Lawrence and Ed Easter.

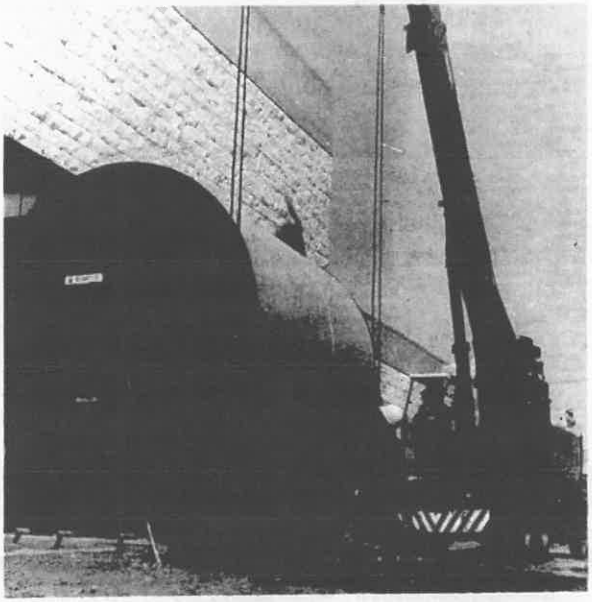
The park and recreation commission meets the first Monday and members include R. D. Ransom, Susan Goto, Randolph Anderson, Richard Dotters, Jack Douglas, Ed Alexander and Dave Uribe.

Members of the library board, which meets the second Wednesday, are Bill Birdsall, Ted Huskinson, Jim Gill, June Wanish and Walter Knudsen.

On the planning commission, which meets the second and fourth Tuesdays, are Richard Roccucci, R. A. Bergthold, Betty Flatt, Bob Seawell, Harry Crabb, Jr., Harry Poole and Greg Gonzalez.

Comprising the transportation commission, which meets the second Tuesday, are Audrey Hutsking, Roland Greene, Fred Lacey, Oscar Mesa and Manuel Williams.

On the environment and architectural review unit, which meets the first and third Thursdays, are Bobbi Rehkala, Inez Sears, R. J. Hetrick, Ken Cochrane and Richard Roccucci.



Sewer filter removes odor

Odors usually associated with sewage treatment plants will be eliminated at the new regional waste water treatment plant in Roseville with this huge $56,000 vacuum filter which was moved inch-by-inch into place yesterday. The filter will continuously remove water from sludge, thus doing away with odor producing open air sludge drying beds. The $9 million treatment plant project, which will serve the Roseville-Rocklin area, is being financed with $37.5 per cent of the cost coming from federal and state grants and $1.7 million in revenue bonds approved by voters. (Press-Tribune photo)

Assessment area talks for council

City councilmen tomorrow will conduct a public hearing at 8 p.m. in city hall on formation of an Atlantic Street East Assessment District for reconstruction of existing streets within the district to city standards.

Improvement costs will be partially financed by a $62,600 federal Community Development Block Grant received last December from the Department of Housing and Urban Development.

The remainder of the cost is to be spread among the property owners according to property frontage, as provided by the Municipal Improvement Act of 1913.

The estimated assessment cost is about $67,600.

The proposed assessment district lies southeasterly of Atlantic Street and predominantly encompasses the Elmwood Subdivision.

Improvements to be made consist of regrading the existing streets to a uniform profile with the new structural section and providing adequate drainage collection and disposal by constructing curbs, gutter and drain inlets.

Center, Shearer, East and Parry Streets are proposed to be constructed to 37 feet in width, with three foot rolled curbs and gutters. Elmwood Avenue is proposed to be constructed to 32 feet in width, with three foot rolled curbs and gutters.

Purpose of the hearing will be to consider protests on the public convenience and necessity of the proposed improvements.

Cirby Way at the present location of Mallard Lane.

The council also will take action on a resolution formally amending the city's general plan for the Bill Strauch property at the stub end of South Harding Boulevard.

Approval of the general plan amendment, from medium low density residential to commercial use, was unanimously approved by the council at its March 17 meeting.

Development and use of the property will be taken up during future rezoning hearings.

Other items set for council consideration include:

A request from Electric Utility Director Willis McMindes for an electric rate study due to the increasing cost of materials, labor and purchase of power from the U.S. Bureau of Reclamation.

A request from City Librarian Helen G. O'Connor to have the city enter into an agreement with the Auburn Placer County Library to buy catalog cards for the city at 30 cents per set.

Approval of an agreement for professional services with David M. Blicker, special counsel for the Hospital Commission. The Roseville Community Hospital board of directors approved the investigation reimbursement agreement March 23.

Setting of public hearings for April 21 on an appeal from Rogene Sue and Charles W. Hess to the Planning Commission's decision rejecting the chief

The Press-Tribune
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72nd Year — 128 Roseville, California 95678 Tuesday, January 3, 1978 15 cents

Roseville to fill transportation position

The Roseville City Council has been asked to fill a vacancy on the Transportation Commission.

The vacancy was created by advancement of Audrey Huiskings to the Parks and Recreation Commission.

The council has scheduled consideration of the appointment on its agenda at 8 p.m. Wednesday in City Hall, 316 Vernon St.

The Press-Tribune
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72nd Year — 131 Roseville California 95678 Friday January 6 1978 15 cents

Council fills transportation agency post

Dr. Marvin Bohnstedt, a research organization director, has been appointed by the City Council to fill a vacancy on the Roseville Transportation Commission.

Dr. Bohnstedt, 1319 Susan Circle, has been a resident of Roseville for 18 years. He currently is director of the National Risk Assessment Survey.

He and his wife, Daryl, have three children, Mitch, 18, a freshman at Sierra College; Greg, 15, a freshman at Oakmont High School and Kristan, 14, an eighth grader at Eich Intermediate School.

Dr. Bohnstedt will fill a vacancy created by the advancement of Audrey Huiskings from the Transportation Commission to the Planning Commission.

Mrs. Huiskings' four-year term on the Transportation Commission would have expired July 1, 1978.

Landscapers get kudos from city

ROSEVILLE -- Six Roseville businesses have been honored for efforts to beautify their city by the Roseville Parks and Recreation Commission.

Audrey Huisking, chairman of the commission's landscaping subcommittee, Monday night presented to certificates to the winners.

Roseville Square was cited for tearing out asphalt and planting ground cover and trees at the shopping center's entrance near Safeway on Harding Boulevard.

Other winners were Pacific Scene, developers of South Harding Plaza, MTA, owners of an office and warehouse at Vernon Street and Gusseppe Court, Sunrise Office Park at 715 Sunrise Ave., Westwind Apartments at 623 Cirby Way and Tito's Restaurant, 300 Judah St.

Press-Tribune photo

LANDSCAPING EFFORTS at businesses throughout Roseville are honored by Roseville Parks and Recreation Commission. Audrey Huisking, chairman of commission landscaping subcommittee presents awards to (clockwise from left) Butch Jackson of Pacific Scene, Tito Balsoni of Tito's Gaslight, Roland Greene, representing Roseville Square and (seated) Bill Angelo of MTA.

Capitol Report

SACRAMENTO -- The reward for providing information leading to the conviction of an arsonist would be increased from $500 to $5,000

Computer handles instant analysis of nutrients, calories in diets

Social Security gets boost from attorney

Social Security remains the best bet for retirement, according to Merton Bernstein, law professor at Washington University in St. Louis.

"No, Social Security will not run out of money in 1985. No, it will not collapse early in the next century. We are in a situation where panic pervades the press. Fear stalks TV," he declared.

He pointed out Social Security, along with other federal government retirements, is by far the best deal available to all Americans.

Bernstein questioned why criticism, investigation and demand for reform cries are directed at Social Security rather than at state, local and private pension plans.

In his enthusiasm for Social Security, Bernstein listed lots of reasons why it is the best bet, then said, "Best of all, Social Security benefits are fully indexed to the cost of living as determined by the Consumer Price Index."

"No, inflation does not erode their value.

"Indexing, inflation proofing, is unknown in private plans, so, despite the fact that retiree benefits sometimes are improved, private plan benefits generally decline in value as retirement wears on.

"Some state and local government pension plans index to some degree, but often they index survivor benefits to a lesser degree and many do not index at all.

He also calls the famed Keough and independent retirement account plans "dubious investments despite the tax deductibility of contributions.

"With modest earnings, on the average of 7.5 percent double-digit inflation soon cancels the tax benefits."

Criticizing state and local government plans, he listed what he called "two additional hazards."

Many are contributory, he said, and that means that seriously under-funded. A General Accounting Office study sounds the alarm that under-funding threatens the ability of many such plans to make good on their pension promises."

Regarding the Social Security "crisis," Bernstein insisted "while it is prudent to be concerned, the crisis of crisis seem unwarranted."

He noted Congress has already acted by diverting a small amount from the Disability Insurance Trust Fund. This fund is in surplus and even it was said to be near bankruptcy a few years ago.

The best prospect for change, Bernstein said, is a plan offered by U.S. Rep. Barber Conable, R-N.Y., to fund half of Medicare hospital insurance from general revenue.

He noted immigration is increasing, likely from 400,000 to 800,000 potential workers annually, and that this would reduce a possible Social Security deficit by at least one-third.

"These benefits are not wage-related," he said, "and the program is so full of social purpose. The resulting amount of Social Security

Biker class in Roseville

ROSEVILLE -- A motorcycle rider course will be offered by the Roseville Adult School.

The course will teach present and potential motorcyclists the skills necessary to

CITY OF ROSEVILLE
TRADITION · PRIDE · PROGRESS

Suggested Name For a Park or Facility Within a Park

Suggested Name _____
*(Print or type the suggested name **exactly** how you would like it to read)*

Park Preference: ☐ Any park site ☐ _____ *(Specify park)*

Reason for Suggestion *(Must be completed for further consideration):*

_____
_____
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_____
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_____
_____

Attach a second sheet if necessary. ☐ *Attachment included*

Name _____
(of individual submitting request)

Address _____

Phone Number _____

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____

Subcommittee Review Comments:

_____
_____
_____
_____
_____

Jun. 21. 2006 4:18PM ADVENTURE CLUB No. 4491 P. 2

Orozco, Sonia

From: NG Alexander <ngalexander@comcast.net>
Sent: Wednesday, July 22, 2020 12:55 PM
To: Orozco, Sonia
Cc: Richard Roccucci
Subject: Audrey Huisking Park Nomination

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Please accept this email in support of the nomination to name a city of Roseville park in honor of **Audrey Huisking's long time community service.**

When I arrived here in Roseville in 1990, Audrey Huisking was on the planning commission. As a developer, she always found time to meet with me to discuss my projects.

When I was nominated to the parks and recreation Commission, Audrey was my mentor and assisted me in learning park, recreation and open space policies.

Now thirty years later Audrey is still quietly serving her community by serving on the Parks and Recreation Commission.

Given Audrey's many years of community service, I fully support naming a park in honor of Audrey Huisking.

Nick Alexander
NG Alexander Real Estate Development LLC
1700 Eureka Road, Suite 150C
Roseville, California 95661
916.773.6108
916.773.7326 – FAX

July 21, 2020

TO: City Clerk

SUBJECT: Letter of support for Audrey Huisking Park

To whom it may concern:

This letter is written in support of naming a Roseville Public Park in honor of Audrey Huisking.

We have known Audrey for over 30 years and know firsthand her dedicated service to the residents and businesses of Roseville during all her years as a member on several boards and commissions. She has always been a person who would make time to talk with citizens, developers and staff members to fully understand the projects and the issues before she made a decision on a project.

We have both received recommendations from commissions Audrey has served on and have relied on her good judgement and recommendations, from dial-a-ride coming to Roseville to specific plans being created with her thoughtful planning for the future needs in our community. No matter the project or the subject, she was not shy to ask the questions required to obtain the full information on a project. Her work has touch all segments of the population and Roseville would not be the city it is without her devotion to good planning and a vibrant park system.

Audrey is one of the most respected persons who has served the City of Roseville. It would be more than fitting to consider naming a park in her honor.

Richard Roccucci

Pauline Roccucci

Orozco, Sonia

From: June Wanish <june1931@gmail.com>
Sent: Wednesday, July 22, 2020 5:33 PM
To: Orozco, Sonia
Subject: Park Name. You Hi Sonia

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

I don't know if I need a form but if so would you send it to me or let's me know how to get it on line Or if this will be enough would you see it gets to the right commission

Roseville Park and Recreation Commission

I would like to add my Support to having a park Named after Audrey Husking. Audrey has served this City for so many years and has made a tremendous contribution to this city for more years than I can count. She has been dedicated and strong in her love for Roseville and worked to make sure it is such a good place to live I feel strongly that we should honor people like Audrey because without them we would not be this wonderful community to live in and raise our families June Wanish Former Mayor Roseville
2600 Shanley Road
Auburn CA 95603
July 22,95603

Sent from my iPhone

July 23, 2020

Dear Park Naming Sub-Committee

I am writing in support of naming a future park in our City to recognize and honor the civic contributions of Audrey Huisking.

I've known Audrey since the early 90s, and have observed her long, and valued performance as a City Commissioner. Her perspective has always been what is best for Roseville's families, for their health and safety, and their opportunities to thrive in the environment proposed for development in our City. She is one of the key people who, in a volunteer capacity, consistently helped shape this beautiful City.

Audrey is a positive force of nature, a civic role model of young people, and also a symbol of the contributions health care professionals make in our City not only on an on-going basis but also at this unique time of pandemic.

Thank you for your consideration.

Sincerely

Susan Rohan

Susan Rohan

208 Royal oak Court

Roseville CA 95661

916-412-4796

CITY OF ROSEVILLE CALIFORNIA

RECEIVED
2020 JUL 20 PM 2:3
CITY CLERK DEPARTMENT
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name Griders Park
*(Print or type the suggested name **exactly** how you would like it to read)*

Park Preference: ☐ Any park site ☒ F-101 Pocket Park *(Specify park)*

# of years as a Roseville Resident 13

Reason for Suggestion *(Must be completed for further consideration)*:
Roseville, before it was called Roseville was a Stage Coach Station called "Griders". This land was owned by Tobias Grider who would end up selling his land prompting a name change. Griders would become Junction, then Roseville Junction and finally the Roseville that we know and love. Griders Park would be a nice throwback to Roseville's beginnings.

Attach a second sheet if necessary. ☐ *Attachment included*

Name Mark Bonham
(of individual submitting request)

Address 1432 Morning Glory Lane Roseville 95747

Phone Number/Email Address 916-218-8982 markaveli916@yahoo.com

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____

Subcommittee Review Comments:

CITY OF ROSEVILLE CALIFORNIA

RECEIVED
2020 JUL 20 PM 2:31

Suggested Name For a Park or Facility Within a Park

Suggested Name Four Corners Park
*(Print or type the suggested name **exactly** how you would like it to read)*

Park Preference: ☐ Any park site ☒ W-50C Garland/Stanwyck *(Specify park)*

# of years as a Roseville Resident 13

Reason for Suggestion *(Must be completed for further consideration)*:
All Street names surrounding the park are named after towns in Colorado. Colorado is one of the four states ~~that~~ whos statelines meet at the same point on the map, forming the "four corners". The park at W-50C has four corners and will be the spot where the local community will meet. Let's meet at Four Corners! Catchy and has a fun continued geographical theme of that community.

Attach a second sheet if necessary. ☐ *Attachment included*

Name Mark Bonham
(of individual submitting request)

Address 1432 Morning Glory Lane Roseville 95747

Phone Number/Email Address 916-218-8982 markaveli916@yahoo.com

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____

Subcommittee Review Comments:

CITY OF ROSEVILLE CALIFORNIA

RECEIVED
2020 JUL 20 PM 2:31
CITY CLERK DEPARTMENT
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name Pallina Park
*(Print or type the suggested name **exactly** how you would like it to read)*

Park Preference: ☐ Any park site ☒ F-101 Pocket Park *(Specify park)*

# of years as a Roseville Resident 13

Reason for Suggestion *(Must be completed for further consideration)*:

The new park at F-101 Pocket will feature a Bocce Ball court, in Bocce Ball the "Pallina" (small ball) is the ball that is first thrown to begin a Bocce game. From that point all scoring hinges on who can roll their Bocce Balls closest to the "Pallina". The "Pallina" is the focal point of the entire game. This Park will be the focal point of this community.

Attach a second sheet if necessary. ☐ *Attachment included*

Name Mark Bonham
(of individual submitting request)

Address 1432 Morning Glory Lane Roseville, 95747

Phone Number/Email Address 916-218-8982 Markaveli916@yahoo.com

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____

Subcommittee Review Comments:

CITY OF ROSEVILLE CALIFORNIA

RECEIVED
2020 JUL 21 PM 1:42
CITY CLERK DEPARTMENT
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name Scott Alvord
*(Print or type the suggested name **exactly** how you would like it to read)*

Park Preference: [X] Any park site [ ] _____ *(Specify park)*

# of years as a Roseville Resident 2

Reason for Suggestion *(Must be completed for further consideration)*:

I feel he is the most activet vocal advocate for Roseville. He seems to care very much for the quality of life of all Residents as well as businesses being successful

Attach a second sheet if necessary. [ ] *Attachment included*

Name Carolyn Brennan
(of individual submitting request)

Address 1266 Wood Oak Ct Roseville

Phone Number/Email Address 408 440-1357 brennancarolyn@yahoo.com

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____ Has this name been submitted before? [ ] Yes [ ] No
If yes, when? _____

Subcommittee Review Comments:

_____

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CITY OF ROSEVILLE
CALIFORNIA

RECEIVED
2020 JUL 28 PM 2:06
CITY CLERK DEPARTMENT
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name George Floyd Inspiration Park
*(Print or type the suggested name **exactly** how you would like it to read)*

Park Preference: ☒ Any park site ☐ _____ (Specify park)

# of years as a Roseville Resident 1

Reason for Suggestion *(Must be completed for further consideration)*:

- Shows the city's commitment to social justice
- Inspires discussion and investigation of our culture
- Proves that Roseville is a city for all people.
- Engages our young people in thinking about the plights of their fellow human beings.

Attach a second sheet if necessary. ☐ Attachment included

Name Brandon Clark
(of individual submitting request)

Address 3313 Welton Cir 95747

Phone Number/Email Address 408 674 2210

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____

Subcommittee Review Comments:

CITY OF ROSEVILLE CALIFORNIA

RECEIVED
2020 JUL 30 AM 10:43
CITY CLERK DEPARTMENT
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name North Hayden Park
*(Print or type the suggested name **exactly** how you would like it to read)*

Park Preference: ☐ Any park site ☒ F-101 *(Specify park)*

# of years as a Roseville Resident 26

Reason for Suggestion *(Must be completed for further consideration)*:

I prefer that park names be simple & easy to remember where they are. People's names may be nice for their families, but that should not be a reason to always use names for parks. Most residents don't know who these people are. There have also been some bad park-naming in the past. Example: "Mahan" and "Mahany" parks, both baseball fields in the vicinity of, or fronting Pleasant Grove Blvd. These two parks are frequently cause of confusion.

Attach a second sheet if necessary. ☐ *Attachment included*

Name Karen McPhail
(of individual submitting request)

Address 6065 Taunton Dr, Roseville 95747

Phone Number/Email Address mekamcphail@comcast.net 916 705-2647

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____

Subcommittee Review Comments:

CITY OF ROSEVILLE CALIFORNIA

RECEIVED
2020 JUL 30 AM 10:43
CITY CLERK DEPARTMENT
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name Garland pocket Park
*(Print or type the suggested name **exactly** how you would like it to read)*

Park Preference: ☐ Any park site ☒ W-50C *(Specify park)*

# of years as a Roseville Resident 26

Reason for Suggestion *(Must be completed for further consideration)*:
I prefer park names that are simple and easy to remember which park is which. People's names may be nice for their families, but that should not be a reason to use their names for parks. Most residents don't know who those people are. There have been some really bad decisions in the past. An example is "Mahan" and "Mahaney" parks, both baseball parks in the vicinity of, or fronting Pleasant Grove Blvd. These parks are frequently the cause of confusion!

Attach a second sheet if necessary. ☐ *Attachment included*

Name Karen McPhail
(of individual submitting request)

Address 6065 Taunton Dr, Roseville 95747

Phone Number/Email Address makamcphail@comcast.net 916-705-2647

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____

Subcommittee Review Comments:

CITY OF ROSEVILLE CALIFORNIA

RECEIVED
2020 JUL 31 PM 12:50
CITY CLERK DEPARTMENT
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name Edna Esparza
*(Print or type the suggested name **exactly** how you would like it to read)*

Park Preference: ☐ Any park site ☐ _____ *(Specify park)*

# of years as a Roseville Resident 80+

Reason for Suggestion *(Must be completed for further consideration)*:
Edna Esparza was a librarian for 40 years for the city of Roseville. She retired in 2013. She was very well known by the people who frequented the library. She was always pleasant with a ready smile and acknowledged everyone by their name. Edna passed away December 31, 2019.
Edna grew up in Roseville and graduated from Roseville High school. She raised a family of 5 children while working full-time. She also purchased several homes in Roseville to use a rentals, not to get rich, but to help less fortunate people get ahead and have a safe home.
I am submitting her name because she has been a guiding light to many people in the community and and Roseville is a great place to call home thanks to her

Attach a second sheet if necessary. ☐ *Attachment included*

Name Robert Esparza (son)
(of individual submitting request)

Address 9005 Crimson Ridge Way Roseville, CA 95747

Phone Number/Email Address 916.532.5372 rlesparza@comcast.net

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____

Subcommittee Review Comments:

_____

_____

_____

TOWER
EDNA ESPARZA RETIRES
40 YRS ROSEVILLE LIBRARY
WILL MISS YOU EDNA

CITY OF ROSEVILLE CALIFORNIA

Park Naming Process

Parks, Recreation & Libraries

On January 18, 2017, City Council approved changes to the park naming process. These changes apply to parks and facilities within parks only. The naming process for City buildings and other City facilities remains unchanged.

Annual Advertisement Period

On the first working day in July, a press release would be sent out notifying the public and interested individuals that name suggestions are being sought for new parks and new facilities within parks under construction during that fiscal year period (July 1 to June 30). This suggestion period is open for three weeks. Names should be submitted to the City Clerk and forwarded to appropriate staff.

Annual List

The names received during this open advertisement period would be compiled into a list with the following provisions:

1. The list will be maintained as "active" for a one (1) year period and will be reviewed for name considerations for park projects and facilities within parks scheduled for construction during the same time period of the advertisement;
2. The Park Naming Subcommittee maintains the right to select a name appropriate for the park based on geographical location, such as street names, subdivision name, or adjacent school name;
3. A name suggestion cannot be submitted more than three consecutive years;
4. The Park Naming Subcommittee maintains the right to select a name not on the "active" list due to special circumstances, such as historical significance; the passing of an active contributor(s) to the community; or other.

Criteria for Naming a Park Facility

Names must:

1. reflect geographical location;
2. reflect significant natural features;
3. honor a significant individual (See below)

Individuals must have made a significant contribution to the Roseville community, including, but not limited to:

A - Donation of land or large financial contribution to a specific facility;
B - Contributed substantially and improved the quality of life in Roseville. This could relate to involvement with Parks and Recreation or other volunteer community involvement activities towards the betterment of life in Roseville.
C - Died or disabled in the line of duty as part of City service.

Naming of new parks or recreation facilities should also consider:

- Including "Roseville" for regional or city-wide parks and recreation facilities;
- Avoidance of duplication of surnames in order to ease confusion of sites and locations for the general public;

The Subcommittee reserves the right to consider exceptions due to extraordinary circumstances which inspire vision and civic engagement. Exceptions can be made when the actions or contributions of an individual not normally meeting the established criteria are so significant and profound that this person deserves consideration.

Each park or facility within a park, such as ball-playing fields, groves of trees, walkways, trails and buildings, or special rooms in a building could be named after selected individuals in their honor as desired and as appropriate.

It is noted that the City of Roseville is grateful for the sacrifices of our fallen soldiers and veterans who served our country. With limited parks and recreation facilities available, it is difficult to place a higher value or honor of one life over another. Therefore, honoring our fallen soldiers and veterans shall be directed to existing veteran-related programs within the City.

Additionally, re-naming of an existing park due to costs, potential loss of neighborhood identity and other considerations shall be discouraged. The City Council reserves the right to consider park sites, not associated with a specific individual(s), to add onto an existing established park name due to special circumstances. In such cases, the original park name shall not be replaced. Under these special circumstances, community contributions towards the offset of costs incurred to change signage shall be a component of the approval process. To ensure geographically named parks remain a part of the process, an effort shall be made to balance the naming of parks in the range of 20% of the parks within the park system inventory shall be geographically based at any given time.

Selection Process

The Park Naming subcommittee is made up of the three officers of the Parks and Recreation Commission; the Mayor and one City Council member.

1. The Subcommittee shall review all names and recommend a short list of up to three name for each new park or recreation facility scheduled for construction during the same fiscal year;
2. he short list of selected names shall be reviewed by the Parks and Recreation Commission for consideration at a formal meeting;
3. Thereafter, the Parks and Recreation Commission shall forward the short list of recommendations to the City Council for formal approval. The Commission may elect to recommend a name per park or facility for Council consideration along with the short list; All I names submitted during the submission period shall be forwarded to the City Council with the recommendations. This shall include the "active list" of names from the previous year;
4. Potential namesakes will be contacted by Staff prior to the Parks & Recreation Commission meeting

CITY OF ROSEVILLE CALIFORNIA

RECEIVED
2020 JUL 31 PM 12:50
CITY CLERK DEPARTMENT
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name Jason K. Gallelli Memorial Park
*(Print or type the suggested name **exactly** how you would like it to read)*

Park Preference: ☒ Any park site ☐ _____ *(Specify park)*

# of years as a Roseville Resident 31 (+ was currently in Loomis)

Reason for Suggestion *(Must be completed for further consideration)*:
Jason Gallelli, married to my sister Julie Gallelli, and father to 3 wonderful children, passed away unexpectedly on their family vacation in Shasta, CA on June 28, 2020. Jason worked alongside his family at Gallelli Real Estate, and was a prolific developer. He helped develope many shopping centers in Roseville, including Fiddyment/Blue Oaks, Rayleys Shopping Center and Washing Blvd center. He also created many new job opportunities for Roseville and surrounding cities. He was broker of the year 9 times. He was a wonderful, compassionate and thoughtful man who was/is loved by many.

Attach a second sheet if necessary. ☐ *Attachment included*

Obituary on Legacy.com

Name Alyssa Hiu
(of individual submitting request)

Address 1853 Poppy Field Drive, Roseville CA 95661

Phone Number/Email Address (530)615-9119 alyssanhiu@gmail.com

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____

Subcommittee Review Comments:

_____

_____

_____

CITY OF ROSEVILLE CALIFORNIA

RECEIVED
2020 JUL 31 PM 2:40
CITY CLERK DEPARTMENT
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name Boulder Creek Park
*(Print or type the suggested name **exactly** how you would like it to read)*

Park Preference: ☐ Any park site ☒ W-50C *(Specify park)*

# of years as a Roseville Resident 3

Reason for Suggestion *(Must be completed for further consideration)*:
The surrounding streets around site W-50C are names of cities in Colorado. I feel the park should carry a similar nomenclature.

Attach a second sheet if necessary. ☐ *Attachment included*

Name Melissa Shaw
(of individual submitting request)

Address 4000 Silver Plume Way, Roseville, CA

Phone Number/Email Address 408-531-7101, meliseshaw@gmail.com

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____

Subcommittee Review Comments:

Park Names from 2019

Active List:

Bernudez

Burgess

Donovan

Haney

Landon

Luna

Park Legend:

1. Tricycle Track / Pedestrian Walkway
2. Bench Seating, TYP.
3. Decomposed Granite
4. Bocce Court
5. Swing Set
6. Shaded Picnic Area
7. 42” Tall Fence
8. Children’s Playground
9. Shade Tree, TYP.
10. Accent Tree, TYP.
11. Open Turf, TYP.
12. Shrub Planting Area
13. 10 FT. Tall Fence
14. Half Basketball Court

Park Site W50-C

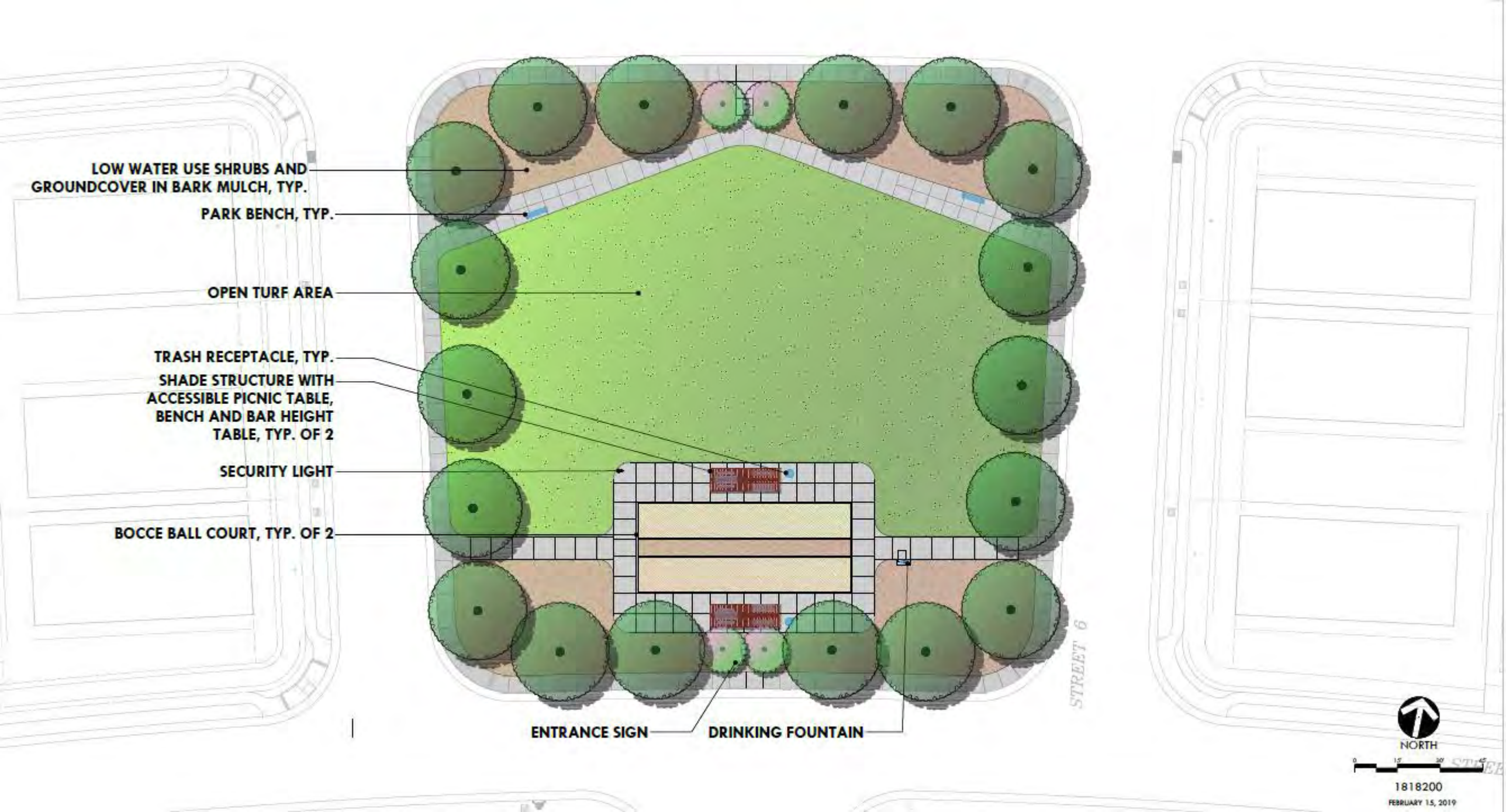
March 2, 2020

Scale: 1” = 20’-0”

0 10 20 30

CITY OF ROSEVILLE CALIFORNIA

SCHMIDT DESIGN GROUP


LOW WATER USE SHRUBS AND GROUNDCOVER IN BARK MULCH, TYP.
PARK BENCH, TYP.
OPEN TURF AREA
TRASH RECEPTACLE, TYP.
SHADE STRUCTURE WITH ACCESSIBLE PICNIC TABLE, BENCH AND BAR HEIGHT TABLE, TYP. OF 2
SECURITY LIGHT
BOCCE BALL COURT, TYP. OF 2
ENTRANCE SIGN
DRINKING FOUNTAIN
STREET 6
NORTH
0
15'
30'
1818200
FEBRUARY 15, 2019

COUNCIL COMMUNICATION

CC #: 1340
File #: 1006-01

Title:	Portable Facility at Cirby Elementary School - Lease Agreement
Contact:	Kristi LaRoche 916-774-5962 klaroche@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.28.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt the resolution authorizing the City Manager to execute a three (3) year lease agreement extension with Placer Community Action Council, Inc. beginning January 1, 2021 and terminating December 31, 2023.

BACKGROUND

The City of Roseville owns two 24' x 40' portable buildings located on the Cirby Elementary School campus at 814 Darling Way which were utilized to house the Cirby Adventure Club before and after school programs. Since 2006, the Adventure Club has occupied a space at a more desirable location on the Cirby School campus and has agreed to lease the vacated City-owned portable to the Placer Community Action Council, Inc. The Placer Community Action Council, Inc. operates Placer County's "Early Headstart" and "Headstart" programs for eligible families serving pre-school and pre-kindergarten children. The City has agreed to extend a three (3) year lease agreement with Placer Community Action Council, Inc.

FISCAL IMPACT

The Parks, Recreation & Libraries Department's Youth Development Fund will receive $2,500 per year for this lease, for a total of $7,500 over the term of the agreement. The lessee assumes all responsibilities for repair, maintenance, and utilities, relieving the City of these obligations.

ENVIRONMENTAL REVIEW

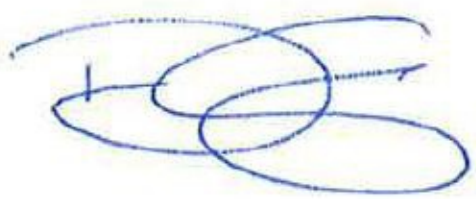
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a Lease Agreement for the portable facility at Cirby Elementary School meets the above criteria and is not subject to CEQA. No additional

environmental review is required.

Respectfully Submitted,

Kristi LaRoche, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-101

Agreement

RESOLUTION NO. 21-101

APPROVING A LEASE AGREEMENT, BY AND BETWEEN THE PLACER COMMUNITY ACTION COUNCIL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Lease Agreement for the Portable Facility at Cirby Elementary School, by and between the Placer Community Action Council, Inc. and the City of Roseville, has been reviewed by City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

LEASE AGREEMENT

PORTABLE FACILITY AT CIRBY ELEMENTARY SCHOOL

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 20__, by and between City of Roseville, a municipal corporation ("CITY"), and Placer Community Action Council, Inc., a California nonprofit corporation ("LESSEE"),

W I T N E S E T H:

WHEREAS, CITY owns two 24' x 40' portable buildings located on the Cirby Elementary School campus at 814 Darling Way in Roseville which are depicted more specifically in Exhibit "A", attached ("the Property"); and

WHEREAS, CITY is willing to lease the Property to LESSEE for purposes of operating "Headstart" and "Early Headstart" state preschool programs subject to the terms of this Lease; and

NOW, THEREFORE, the parties agree as follows:

1. Lease. CITY hereby grants to LESSEE a lease of the Property for educational and recreational purposes, subject to the terms of this Agreement.

2. Term. The term of the Lease granted by this Agreement shall begin January 1, 2021 and terminate on December 31, 2023.

3. Rent. LESSEE shall pay the sum of two thousand five hundred dollars ($2,500.00) per year payable in advance on January 30th of each year.

4. Maintenance and Repairs. CITY shall have no obligation to maintain or repair any portion of the Property, including structural parts of the Property, leased to LESSEE, and all such maintenance and repair shall be the obligation of LESSEE. Maintenance of unexposed HVAC, electrical, plumbing, and sewage systems which requires entry into bearing or exterior walls, or remodeling of the Property which requires entry into or moving of bearing walls, shall be at LESSEE's sole expense and only after receipt of CITY's written consent, which consent shall not be unreasonably withheld.

5. Utilities. LESSEE shall pay for all utilities in connection with its use of the Property.

6. Indemnification. LESSEE 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 LESSEE'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. The parties intend that this provision shall be broadly construed.

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

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	Bodily Injury: $500,000 per person $1,000,000 per accident Property Damage: $100,000 per occurrence
Professional Liability (errors and omissions)	$1,000,000 per claim

LESSEE shall submit a certificate evidencing such coverage in a form satisfactory to the City Attorney of CITY, prior to undertaking any work hereunder. LESSEE shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents and employees as additional named insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of LESSEE. The coverage shall be primary as to such additional insureds and no coverage of the CITY shall be called upon to contribute to a loss. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible. LESSEE shall provide thirty (30) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement. LESSEE shall furnish a certificate for the period covered by this Agreement. Any insurance written on a claims made basis is subject to the prior approval of the City Attorney. Insurance coverage in the minimum amounts set forth herein shall not be

construed to relieve LESSEE 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. Any deductibles or self-insured retentions must be declared on the certificate of insurance and approved by CITY in writing.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve LESSEE 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 provision of this Agreement or law.

8. Modifications. LESSEE shall not alter or modify the interior or exterior of the Property without CITY's prior written consent, which consent shall not be unreasonably withheld. Requests from LESSEE to make alterations or modifications shall be in writing.

9. Inspections. CITY shall have the right to inspect the premises at any reasonable time.

10. Access to Other Areas. Access to any additional Cirby Elementary School campus facilities, including but not limited to, restrooms, classrooms, multi-purpose rooms, parking lots, fields, blacktops, play grounds, and play structures, must be granted by the CITY or the Roseville City School District as appropriate.

11. Waiver of Relocation Benefits and Assistance. LESSEE hereby agrees and acknowledges that LESSEE has not been displaced by CITY and thus is not entitled to any relocation benefits or assistance under the California Relocation Assistance Law or any other law, regulation or policy. LESSEE agrees and covenants to waive any claim or potential claim for relocation assistance and benefits associated with this Lease.

12. Possessory Interest. LESSEE hereby agrees and acknowledges that its interest created by this Lease may be subject to a possessory interest tax. LESSEE shall be fully

responsible for payment of any such tax. CITY shall have no obligation to pay any portion of such tax.

13. Default. If LESSEE has not complied in good faith with the terms and conditions of this Lease, CITY may declare a default of this Lease. CITY shall give LESSEE a written notice of the default, after which LESSEE shall cure the default within thirty (30) days. If LESSEE fails to cure the default to the satisfaction of the CITY within that period, CITY may terminate the Lease.

14. Termination. Either party may terminate this Agreement at any time upon giving thirty (30) days advance written notice to the other party. Upon termination of this Lease, LESSEE shall remove all of its property and materials from the Property and return it to the condition it was in prior to LESSEE's use of the Property within thirty (30) days of termination.

15. Notice. Any notices required or permitted by this Agreement shall be delivered personally or mailed with U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	LESSEE
Kristi LaRoche PR&L Superintendent 316 Vernon Street, Ste. 400 Roseville, CA 95678	Placer Community Action Council Denyse Cardoza, Executive Director 1166 High Street Auburn, CA 95603

16. Attorney's Fees. In any legal action arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees.

17. Venue. Any legal action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

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

19. No Assignment. LESSEE shall not assign this Agreement or LESSEE's rights and obligations hereunder, in whole or in part.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this Agreement in duplicate by its City Manager and LESSEE has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JILL GELLER
Parks, Recreation and Libraries Director

PLACER COMMUNITY ACTION COUNCIL, a California nonprofit corporation

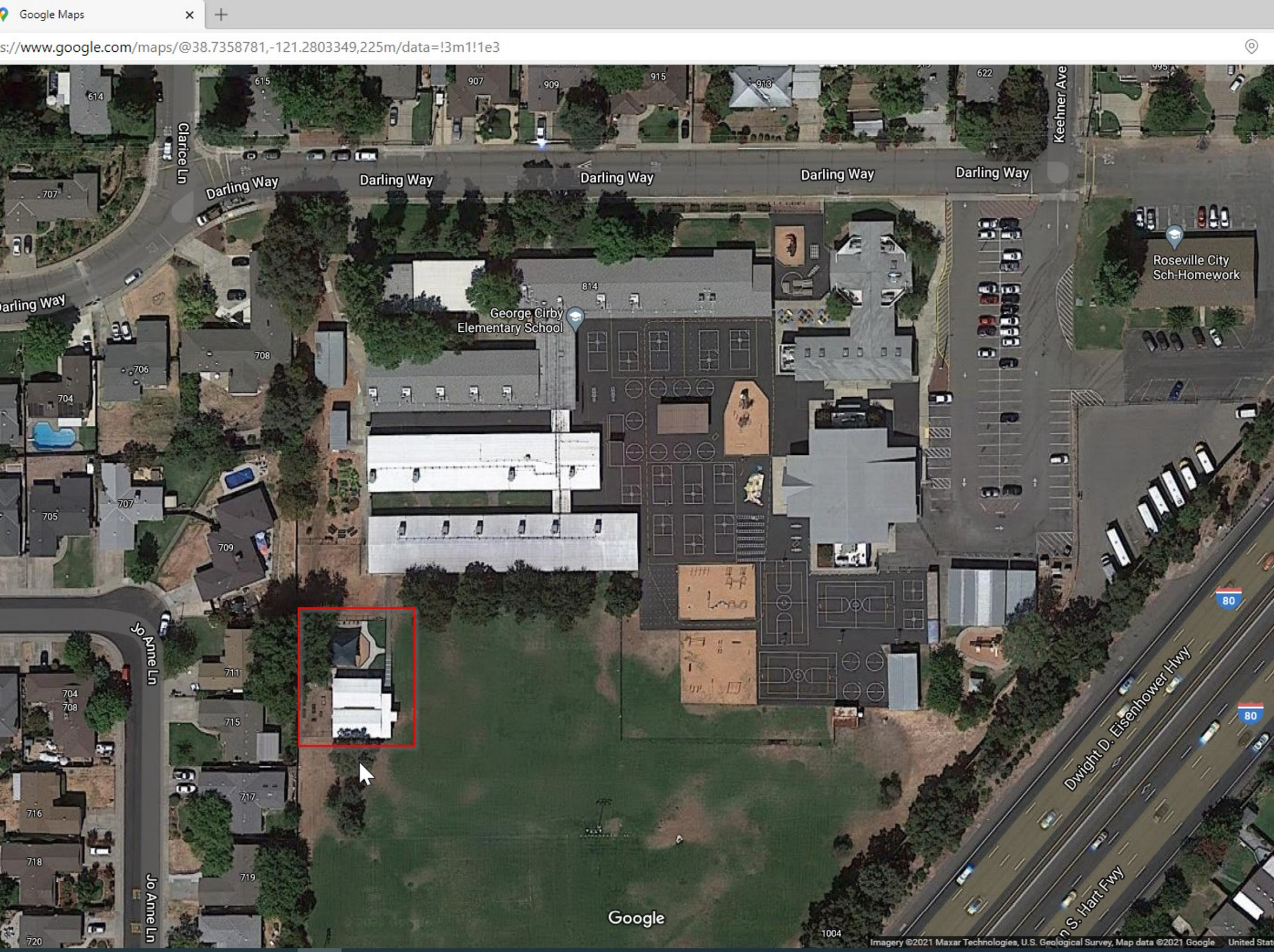
BY: _____
DENYSE CARDOZA
Executive Director

and

BY: _____
NANCY MYERS
Fiscal and Administrative Director

and

BY: _____
JO-CAROL ARISMAN
Board of Directors Chairperson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George Cirby
Elementary School
Roseville City
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Jo Anne Ln
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Google
Imagery ©2021 Maxar Technologies, U.S. Geological Survey, Map data ©2021 Google
United Stat

COUNCIL COMMUNICATION

CC #: 1329
File #: 0214 & 0721-05

Title:	Roseville Bicycle and Pedestrian Freeway Overcrossings Planning Study - Sustainable Communities Strategies Grant Authorization
Contact:	Alison Winter 916-774-5365 awinter@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.29.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager or his designee to submit a Sustainable Communities Strategies (SCS) grant application for the Sustainable Transportation Planning Grant Program to the California Department of Transportation (Caltrans) and to execute all related forms and agreements for the Roseville Bicycle and Pedestrian Freeway Overcrossings Study, and certify the availability of matching funds in the amount of $53,221.

BACKGROUND

The Sustainable Communities Transportation Planning Grant program is administered by Caltrans and requires a match of 11.47% from the local agency. The mission of the grant program is to provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability.

The study will evaluate the potential for bicycle and pedestrian crossings over State Route 65 (SR 65) and Interstate 80 (I-80) that are safe, enticing to use, promote active/multi-modal transportation, and improve quality of life, while minimizing impact to property owners. This study will identify and prioritize the appropriate location(s) to provide up to two (2) bicycle/pedestrian overcrossings of SR 65 between Blue Oaks & Galleria, and one (1) bicycle/pedestrian overcrossing of I-80 between Cirby Way and the Roseville City limits. These locations are identified as potential connectivity points in the Bicycle Master Plan.
If successful, the planning grant activities would be initiated in October 2021 and be completed by April 2024. Upon completion of the proposed planning study, the City would then be poised to begin environmental review and engineering, ultimately leading to construction of recommended improvements.

FISCAL IMPACT

The estimated total cost for the Roseville Bicycle and Pedestrian Freeway Overcrossings Study is approximately $464,000. The grant application requests $410,779 in state grant funds. The required local match is $53,221 or 11.47% of the total cost. The local match will come from Local Transportation Fund revenue in the City's Transportation Fund. No General Fund resources will be used for this project.

ENVIRONMENTAL REVIEW

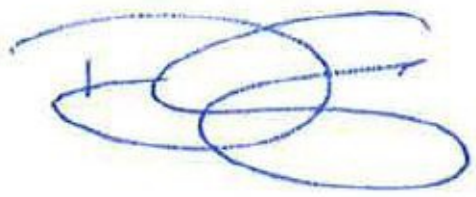
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The Sustainable Communities Strategies Grant Authorization – Roseville Bicycle and Pedestrian Freeway Overcrossings Planning Study meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Alison Winter, Alternative Transportation Analyst

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-093

Location Map

RESOLUTION NO. 21-093

APPROVING AND AUTHORIZING THE APPLICATION FOR GRANT FUNDS FROM THE SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM

WHEREAS, the City of Roseville is eligible to receive funding for certain transportation and planning activities through the State of California Department of Transportation (Caltrans); and

WHEREAS, a planning and feasibility study for the Roseville Bicycle and Pedestrian Freeway Overcrossings project is proposed at a cost of $464,000; and

WHEREAS, the Sustainable Transportation Planning Grant Program could provide $410,779 in funding, with local matching funds in the amount of $53,221 representing 11.47% of the cost of the study; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the City of Roseville hereby:

1) Approves and authorizes staff to file a Sustainable Communities Strategies grant application for the Sustainable Transportation Planning Grant Program; and
2) Certifies the availability of local matching funds in the amount of $53,221; and
3) Authorizes the City Manager to execute any and all related documents.

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

AYES COUNCILMEMBERS:

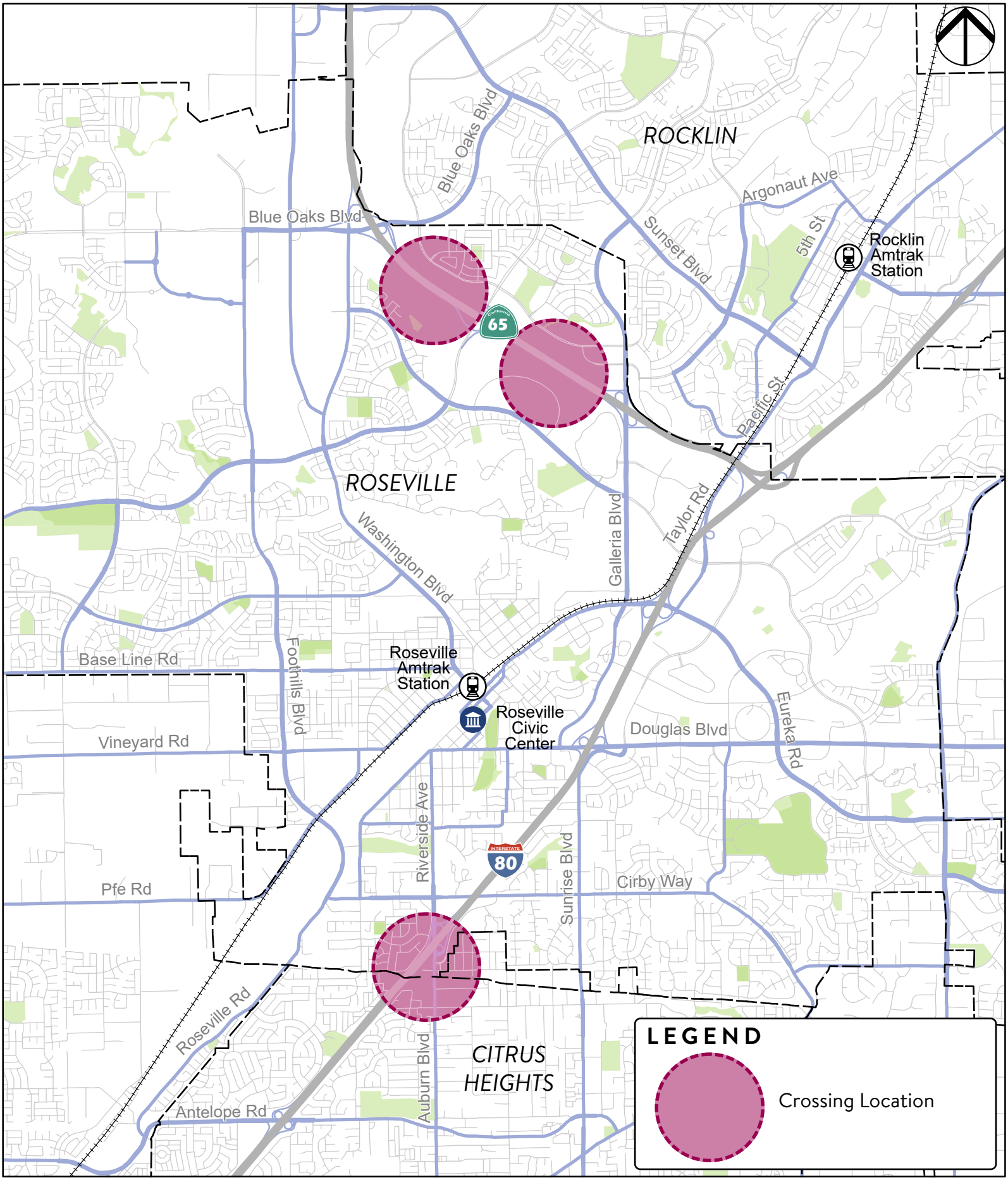
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk



MARK THOMAS

CITY OF ROSEVILLE CALIFORNIA

Roseville Bicycle and Pedestrian Freeway Overcrossings Study

Location Map

COUNCIL COMMUNICATION

CC #: 1355
File #: 0721 & 0214

Title:	Battery-Electric Bus Charging Station - Community Air Protection Grant Agreement
Contact:	Alison Winter 916-774-5365 awinter@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.30.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager or his designee to execute all related forms and agreements that will allow the City to receive $140,125.03 from the Placer County Air Pollution Control District (PCAPCD) in California Air Resources Board (CARB) Community Air Protection (CAP) Incentive grant funds for the Battery-Electric Bus (BEB) Charging Station.

BACKGROUND

In July of 2017, the California Assembly and Senate passed AB 617 directing the California Air Resources Board (CARB) to develop the Community Air Protection Program (CAPP). To support AB 617 requirements, the Legislature has appropriated incentive funding, Community Air Protection (CAP) Incentives, to be administered by air districts in partnership with local communities, to support early actions to address localized air pollution. PCAPCD released a call for projects and staff submitted Roseville's Battery-Electric Bus (BEB) Charging Station for consideration. PCAPCD has tentatively approved this project for funding in the amount of $140,125.03 under this program, pending a grant agreement.

The project includes the purchase and installation of chargers to support the initial deployment of battery-electric buses. In addition to the chargers, the station will include associated equipment and infrastructure to deploy the first five (5) battery-electric buses and support future planned chargers for the transit charging station.

FISCAL IMPACT

Based on conceptual design, the estimated total cost for the project is $575,512. Authorization of the CAP grant will allow the City to receive $140,125.03 towards this project. Additional funding for the project includes an allocation of $365,512 in Low Carbon Transit Operation Program (LCTOP) funding. Staff will present a complete funding plan at a future date for the remaining funds needed to complete the project. General Fund resources will not be used for the project.

ENVIRONMENTAL REVIEW

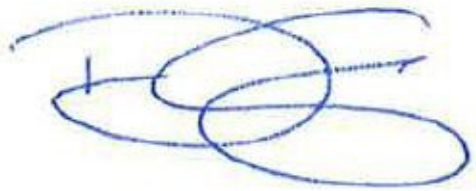
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.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

While no environmental review is required at this time for the grant authorization, staff will conduct further environmental analysis during the charger station design process. Staff's initial review of CEQA Guidelines §15061(b)(3) is that design and construction will also be exempt from CEQA.

Respectfully Submitted,

Alison Winter, Alternative Transportation Analyst

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-116

Grant Agreement

RESOLUTION NO. 21-116

ACCEPTING GRANT FUNDS FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT AND ALL RELATED DOCUMENTS, ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, in July of 2017, the California Assembly and Senate passed AB 617 directing the California Air Resources Board (CARB) to develop the Community Air Protection Program (CAPP); and

WHEREAS, in order to support AB 617 requirements, the Legislature has appropriated incentive funding, Community Air Protection (CAP) Incentives, to be administered by air districts in partnership with local communities; and

WHEREAS, the Placer County Air Pollution Control District (PCAPCD) released a call for projects and staff submitted Roseville's Battery-Electric Bus (BEB) Charging Station for consideration; and

WHERAS, PCAPCD has tentatively approved this project for funding in the amount of $140,125.03 under this program, pending a Grant Agreement; and

WHEREAS, the Grant Agreement for the Battery-Electric Bus Charging Station, by and between PCAPCD and the City of Roseville, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City accepts the Community Air Protection Incentive grant funds and the City Manager, or his designee, is hereby authorized to execute the Grant Agreement and all related forms on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Placer County
AIR POLLUTION CONTROL DISTRICT

GRANT AGREEMENT

PCAPCD Contract Year: **FY 20-21**

Contract Number: **SCN103425**

Board Resolution: **18-07**

Contract Description: **Battery-Electric Bus (BEB) Charging Station**

This AGREEMENT is between the Placer County Air Pollution Control District (hereinafter "PCAPCD") and City of Roseville, (hereinafter "CONTRACTOR").

The parties agree as follows:

1. Services

a) CONTRACTOR agrees, during the term of this AGREEMENT, to perform the contracting services set forth below and in Exhibit A – Scope of Services (hereinafter "PROJECT").

b) CONTRACTOR shall be obligated to devote as much time, attention, skill, and effort as may be reasonably required to perform the PROJECT services, in a professional and timely manner, consistent with the elements of the PROJECT.

2. Contract Period

a) The term of this contract shall begin on the last date signed by the parties below and conclude on or before the end dates listed in Exhibit B – Contract Term and Payment for Services Rendered, unless terminated or amended.

b) This contract may be canceled by either party upon serving thirty (30) days' notice in writing to the other party.

3. Payment

a) PCAPCD agrees to pay for the services covered by this AGREEMENT pursuant to the payment terms set forth below and in Exhibit B – Contract Term and Payment for Services Rendered.

b) The amount paid to the CONTRACTOR shall constitute full payment for all services set forth herein. CONTRACTOR shall not be reimbursed for any additional expenses incurred beyond the maximum approved sum.

c) CONTRACTOR shall bill PCAPCD upon completion of the PROJECT and after all of the conditions for funding outlined in this AGREEMENT are met. If the PROJECT funded under this AGREEMENT is performed in phases or over a period of time, then requests can be made by the CONTRACTOR for partial payment. Partial requests for payments must receive prior authorization by PCAPCD. CONTRACTOR agrees to provide a detailed invoice to PCAPCD with copies of purchase orders, signed contracts, or receipts referencing the contract number. PCAPCD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT.

d) Notwithstanding any other terms of this AGREEMENT, no payments shall be made to CONTRACTOR until PCAPCD is satisfied that work of such value has been rendered pursuant to this AGREEMENT.

4. Notices

a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered, sent via email with confirmed receipt, or deposited in the mail, postage prepaid, sent certified or registered and addressed to the parties as follows:

PCAPCD:
Placer County Air Pollution Control District
Attn: Air Pollution Control Officer (APCO)
110 Maple Street
Auburn, CA 95603
Email: ecwhite@placer.ca.gov

CONTRACTOR:
City of Roseville
Attn: Dominick Casey
316 Vernon Street, Suite 150
Roseville, CA 95765
Email: dcasey@roseville.ca.us

b) Any notice so delivered personally shall be deemed to be received on the date of delivery, any notice so delivered via email with confirmed receipt shall be deemed to be received on the date of receipt confirmation, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

5. Obligations of PCAPCD

a) PCAPCD agrees to pay CONTRACTOR an amount not to exceed the requirements set forth in Exhibit B – Contract Term and Payment for Services Rendered, in accordance with the requirements listed in Exhibit A – Scope of Services.

b) PCAPCD shall not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR in the performance of PROJECT described in Exhibit A unless such reimbursement is specifically authorized in the Payment Schedule. CONTRACTOR shall not be reimbursed for any additional expenses incurred beyond the maximum amount.

c) Except for the payment obligations set forth above, PCAPCD shall have no other obligations or responsibilities to CONTRACTOR under this AGREEMENT.

6. Obligations of CONTRACTOR

a) CONTRACTOR has or will obtain all additional funding set forth in Exhibit B of this AGREEMENT.

b) CONTRACTOR has or will obtain all required licenses, permits, fees, and other legal authorizations from all applicable Federal, State, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT described in Exhibit A and will produce said documents if requested by PCAPCD.

c) Labor, equipment, material, supply costs and other charges will be in conformance with the requirements of Exhibit A.

d) No component of the monies to be paid by PCAPCD to CONTRACTOR shall be used for grant administration or any interest costs.

e) CONTRACTOR shall provide proof of PROJECT completion and verification of costs as set forth in Exhibit A and Section 3 above.

7. Hold Harmless/Indemnity

a) The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PCAPCD free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PCAPCD arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PCAPCD) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or PCAPCD or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PCAPCD from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

b) As used above, the term PCAPCD means PCAPCD or its officers, agents, employees, and volunteers.

8. Insurance Requirements

a) It is recognized that CONTRACTOR is self-insured, and as such provides coverage for General Liability and Worker's Compensation.

b) CONTRACTOR shall file with PCAPCD, concurrently herewith, Certificates of Insurance. All certificates are to be received and approved by PCAPCD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. PCAPCD reserves the right to require complete, certified copies of all required insurance policies, required by these specifications, at any time.

c) CONTRACTOR shall maintain the following insurance coverage in full force and effect during the term of this contract:

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

If CONTRACTOR represents that they have no employees, and does not hire SUBCONTRACTORS with employees, then they are not required to have Workers Compensation coverage.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed with PCAPCD upon demand.

GENERAL LIABILITY INSURANCE

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

   → Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

B. One of the following forms is required:

   1. Comprehensive General Liability;

2. Commercial General Liability (Occurrence); or
3. Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury damage, and Personal Injury Liability of:

→ One million dollars ($1,000,000) each occurrence
→ One million dollars ($1,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

1. The limits of liability shall not be less than:
   → One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
   → One million dollars ($1,000,000) for Products-Completed Operation
   → One million dollars ($1,000,000) General Aggregate

2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limit is two million dollars ($2,000,000).

E. Special Claims Made Policy Form Provisions:

1. The limits of liability shall not be less than:
   → One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
   → One million dollars ($1,000,000) aggregate for Products Completed Operations
   → One million dollars ($1,000,000) General Aggregate

2. The insurance coverage provided by CONTRACTOR shall contain contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

9. Facilities, Equipment and Other Materials

Except as set forth herein, CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this AGREEMENT. PCAPCD shall furnish CONTRACTOR only those facilities, equipment, and other materials, and shall perform only those obligations as listed herein.

10. Non-Discrimination

CONTRACTOR shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, sexual preference, or in contravention of any other protected classification or practice identified in the California Fair Employment and Housing Act; Government Code section 12900 et seq.

11. Records and Documents

a) CONTRACTOR shall maintain at all times complete, detailed records with regard to work performed under this AGREEMENT, in a form acceptable to PCAPCD, and PCAPCD shall have the right to inspect such records at any reasonable time.

b) CONTRACTOR agrees to return to PCAPCD, upon termination of this AGREEMENT, all documents, drawings, photographs, and other written or graphic material, however produced, received from PCAPCD and used by CONTRACTOR in the performance of its services. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by CONTRACTOR in connection with its performance of services hereunder shall be, and shall remain after termination of this AGREEMENT, the property of PCAPCD and may be used by PCAPCD for any purpose whatsoever. PCAPCD agrees that any future use of documents produced by the CONTRACTOR under the terms of this contract shall be at the sole discretion of PCAPCD and CONTRACTOR shall bear no liability for the decisions on whether and how to use such documents.

12. Independent Status

a) CONTRACTOR shall perform this contract as an independent CONTRACTOR and not as an employee of PCAPCD. CONTRACTOR acknowledges that CONTRACTOR is not entitled to any of PCAPCD's fringe benefits, including without limitation; paid holidays, life insurance, sick leave, or travel or any other expenses in connection with services performed hereunder. No part of the compensation payable to CONTRACTOR hereunder shall be deducted or withheld for payment of Federal or State income or other employment related taxes. It shall be the responsibility of CONTRACTOR to provide all coverage necessary for CONTRACTOR'S own benefit and not as an employee of PCAPCD.

b) Except as PCAPCD may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of PCAPCD in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this AGREEMENT to bind PCAPCD to any obligation whatsoever.

13. Warranties

CONTRACTOR warrants that its services are performed, with the usual thoroughness and competence; in accordance with the standard for professional services at the time those services are rendered.

14. Licenses, Permits, Etc

CONTRACTOR represents and warrants to PCAPCD that it has or will obtain before initiation of the PROJECT, all licenses, permits, qualifications, and approvals of whatever nature, which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to PCAPCD that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this AGREEMENT, any licenses, permits, and

approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

15. Assignment or Transfer

CONTRACTOR may assign any of its rights, burdens, duties, or obligations under this AGREEMENT only upon the prior written consent of PCAPCD. Approval will be at the sole discretion of PCAPCD.

16. Modification of Agreement

This AGREEMENT cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.

17. Waiver

One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this AGREEMENT shall not operate as a waiver of any subsequent breach or default.

18. Entirety of AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT and understanding between the parties. There are no oral understandings, terms, or conditions, and no party has relied upon any representation, express or implied, not contained in this AGREEMENT. Any prior understandings, terms, or conditions are deemed merged into this AGREEMENT. This AGREEMENT is intended as the complete and exclusive statement of the parties' Agreement pursuant to Code of Civil Procedure section 1856.

19. Jurisdiction

This AGREEMENT, and the right and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this AGREEMENT, venue shall only be in the appropriate state or federal court having venue over matters arising in Placer County, California, provided that nothing in this AGREEMENT shall constitute a waiver of immunity to suit by PCAPCD.

20. Exhibits

All exhibits referred to herein and attached hereto are fully incorporated by this reference.

The parties so agree.

PCAPCD:

_____ _____

Erik C. White Date
Air Pollution Control Officer

CONTRACTOR:

_____ _____

Dominick Casey Date
City Manager

EXHIBIT A
SCOPE OF SERVICES

Contract Description: Battery-Electric Bus (BEB) Charging Station

Project Contact Information (subject to change):

CONTRACTOR:
Michael Dour
(916) 746-1304
mdour@roseville.ca.us

PCAPCD:
Molly Johnson
(530) 745-2326
MJJohnso@placer.ca.gov

Funding:

PCAPCD has received California Air Resources Board (CARB) Community Air Protection (CAP) Incentive grant funds to implement projects which reduce emissions in communities most heavily burdened by air pollution, in support of AB 617, in accordance with PCAPCD Board Resolution #18-07, CARB's CAP Incentive Guidelines and CARB's Carl Moyer Program (CMP) Guidelines.

Project Scope:

CONTRACTOR shall purchase and have installed a battery-electric bus (BEB) charging station located at 2075 Hilltop Circle, Roseville. The charging station shall include three 150 kW, Proterra, level 2 or higher chargers. Each charger will have two dispensers with capability of having four plugs each. Each charger can charge two buses simultaneously at 75 kW. In addition to the chargers, the station will include associated equipment and infrastructure, including but not limited to, control unit, relay modules, pedestal, a transformer, conduit, concrete pad, electrical, and panel board as outlined in CONTRACTOR's 2020 Carl Moyer application and associated quotes. The transformer will be sized to accommodate the above-described chargers and future planned chargers for the transit charging station. The size of the transformer will be determined during final design and is anticipated to be in the 1-1.5 MW range.

Usage of the BEB charging station described within this AGREEMENT is anticipated to consist of five buses per weekday, excluding holidays and out of service days where buses and/or chargers are subject to maintenance and repair, approximately 240 days per year. That is an estimated total of 1,200 bus visits per year. This number will be lower in 2022 depending on the date buses start-up, which is anticipated to be April 2022. CONTRACTOR shall make every possible effort to meet this usage goal, for the first three years of operation.

I. To be Completed Prior to Funding and Prior to Project Completion End Date

Prior to funding and prior to the close of the Project Completion End Date, as outlined in Exhibit B, the CONTRACTOR shall meet the following conditions:

A. Purchase and install BEB charging station as described above, and as outlined in CONTRACTOR's Carl Moyer grant application and associated quotes. If, after execution

of this AGREEMENT, CONTRACTOR wishes to amend/modify project scope, from what was herein described, CONTRACTOR shall submit a request to PCAPCD as soon as possible to seek approval to do so. Changes to project scope and description may only occur with PCAPCD written permission. Additional project costs from such changes, or costs not eligible for funding shall be borne by the CONTRACTOR.

B. Battery charging station installations which are available to the public must be reported to the Department of Energy Alternative Fuel Data Center located at: http://www.afdc.energy.gov/locator/stations/

C. CONTRACTOR (or its representative) shall provide to PCAPCD:

1) Copies of invoices relative to the purchase of equipment and services funded under this AGREEMENT.

2) Proof and terms of financing, including lender and amount financed (if applicable).

3) Warranty and its terms for installed equipment.

4) Original invoice to PCAPCD, for the amount of requested grant funds for reimbursement. Note that the invoice cannot be paid until all of the requirements for funding have been completed. PCAPCD may require CONTRACTOR to re-submit the invoice if payment requirements have not been met in the current PCAPCD fiscal year (7/1 through 6/30).

5) CONTRACTOR shall provide documentation identifying that they have obtained all applicable land use permits from agencies needed to install and operate the stations.

6) Certification from the CONTRACTOR that all funding sources that they have applied for or received for the PROJECT have been disclosed, and that the CONTRACTOR will notify PCAPCD of additional sources of funding received for the total cost of the PROJECT, including any sources that become available after contract execution, prior to PROJECT funding. CONTRACTOR is prohibited from receiving grants and other funds that exceed the total project amount.

D. Visibly display at each charging station that funding was made available by PCAPCD. Any graphics used for this purpose need to be approved in advance by PCAPCD staff.

E. Have a post-inspection conducted by PCAPCD staff in order to verify PROJECT completion and operation as outlined in this AGREEMENT and the CONTRACTOR'S grant application.

F. A determination by PCAPCD that the PROJECT and all associated documentation have satisfied the requirements for reimbursement.

G. Charger must be certified by a Nationally Recognized Testing Laboratory (e.g., Underwriter's Laboratories, Intertek) located at:

https://www.osha.gov/dts/otpca/nrtl/nrtllist.html.

II. To Be Completed During Project Implementation Period

During the PROJECT Implementation Period, the CONTRACTOR shall complete the following reporting and recordkeeping requirements. The PROJECT Implementation Period refers to the timeframe between the PCAPCD Approved Post-Inspection date and the Contract End Date:

A. CONTRACTOR shall keep records in order to satisfy the requirements of the Annual Monitoring Report, as outlined in Exhibit C of this AGREEMENT. Such records shall include quantity of fuel/electricity used at each station, number and type of users, and any downtime encountered, including duration and cause of downtime.

B. CONTRACTOR shall provide PCAPCD Annual Monitoring Reports as described in Exhibit C. The first annual monitoring report shall be submitted no later than 13 months after PROJECT post-inspection and continuing annually thereafter throughout the PROJECT Implementation Time Frame of this AGREEMENT. At a minimum, noncompliance with the reporting requirements will require an on-site inspection(s). At the sole discretion of PCAPCD, ten (10) percent of the awarded grant amount, as outlined in Exhibit B, will be withheld pending the submittal and approval of the first Annual Monitoring Report as outlined in Exhibit C – Monitoring Report Format.

C. CONTRACTOR shall maintain and retain usage and other records associated with the PROJECT for at least three years after the end of the contract term.

D. Pursuant to Section 8 of this AGREEMENT, CONTRACTOR shall provide proof of insurance prior to performing work on this PROJECT, and throughout the term of this contract.

III. General Conditions:

A. Work associated with the installation of the charging/alternative fueling infrastructure must be done by a licensed contractor. CONTRACTOR agrees to be bound by the provisions of State Labor Code Section 1771 regarding prevailing wages, as applicable. If applicable, Contractor shall monitor all agreements subject to reimbursement from this agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

B. All electric vehicle infrastructure and equipment on the customer side of the electrical meter must be installed by contractors with the appropriate license classification as determined by the Contractors State License Board. Specifically, at least one electrician on each crew, at any given time, must hold an Electric Vehicle Infrastructure Training Program (EVITP) certification; and

   1) Projects that install a charging port supplying 25 kilowatts (kW) or more, must have at least 25 percent of the total electricians working on the crew for the project, at any given time, hold an Electric Vehicle Infrastructure Training Program (EVITP) certification; and

   2) One member of each crew may be both the contractor and an EVITP certified electrician.

C. Eligible costs are limited to the purchase and installation of the equipment for power delivery or fueling directly related to the infrastructure project and must utilize commercially available technologies. Refer to the 2017 Carl Moyer Guidelines, Chapter 10, for a complete list of eligible, discretionary and ineligible costs.

D. Publicly accessible stations, at a minimum must be accessible to the public daily, during regular business hours.

E. Equipment and parts must be new.

F. For Battery charging stations, chargers must be Level 2 or higher.

G. Publicly accessible light-duty battery charging stations must use a valid and universally accepted charge connector protocol (e.g. Society of Automotive Engineers, CHAdeMO)

H. Equipment must have at least a one-year warranty.

I. The equipment funded under this AGREEMENT must be in operable condition throughout the term of this AGREEMENT.

1) Publicly accessible infrastructure projects must maintain a 95 percent successful charging rate with 24/7 customer service available on site, via toll free telephone number. If equipment becomes non-functional, the CONTRACTOR is responsible for ensuring that repairs are made and the station is up and running within 48 hours. The CONTRACTOR must notify PCAPCD of any downtime beyond the 48 hours and work with PCAPCD to ensure publicly accessible stations become operational.

2) For non-publicly accessible infrastructure projects, if the equipment becomes non-functional, the CONTRACTOR has 15 business days to report the problem to PCAPCD and begin working with PCAPCD promptly to ensure infrastructure equipment is operational.

3) During the PROJECT Implementation Time Frame, if the fuel/energy meter fails for any reason, the fuel/energy meter must be repaired or replaced as soon as possible and is considered a maintenance expense, therefore not an eligible cost for reimbursement.

J. PROJECTS must comply with all applicable federal, State, and local laws and requirements, including environmental laws and State building, environmental, and fire codes.

K. For charging/alternative fueling infrastructure projects that receive a grant of $50,000 or more, PCAPCD shall submit a Uniform Commercial Code-1 Financing Statement Form to the California Secretary of State. The financing statement shall list PCAPCD as the secured party.

L. CONTRACTOR shall notify PCAPCD in writing if installation and/or implementation of this PROJECT will deviate from the scope of work as outlined in the CONTRACTOR'S Grant Application or this AGREEMENT at any time during the term of this AGREEMENT. CONTRACTOR shall notify the APCO within 15 days of recognizing such deviation. If funding has not yet been disbursed at the time of recognizing such deviation, then the CONTRACTOR shall notify the APCO at least 30 days in advance of any request for payment. The APCO has the sole discretion to approve, deny, or adjust funding amount as outlined in Exhibit B of this AGREEMENT, based on the extent of the deviation.

M. CONTRACTOR shall maintain the equipment funded under this AGREEMENT according to the manufacturer's specifications for the term of the AGREEMENT and shall not tamper with it in any way as to void the warranty.

N. CONTRACTOR shall allow PCAPCD, CARB, or other designee to conduct an inspection or audit of the PROJECT being funded under this AGREEMENT, including the engine, equipment and associated records, during the contract term. At the time of execution of this AGREEMENT, CONTRACTOR's signature shall be a certification that its fleet, engine(s), and vehicles are in compliance with all applicable federal, State, and local air quality rules and regulations and shall continue to maintain, for the term of the AGREEMENT, compliance with all applicable federal, State, and local air quality rules

and regulations for the full contract term.

O. Throughout the term of this AGREEMENT, the PROJECT cannot be used to generate credits or compliance extensions, and must be excluded when determining regulatory compliance, when applicable.

P. CONTRACTORS that receive co-funding for the PROJECT funded under this AGREEMENT must meet all criteria associated with each funding source used to fund the PROJECT.

Q. CONTRACTORS that are not a public entity must provide at least 15 percent of the PROJECT'S Moyer eligible costs from non-public sources.

R. In addition to the terms of this AGREEMENT, CONTRACTOR shall adhere to all requirements outlined in the applicable California Air Resources Board Guidelines. If there is a conflict between the terms of this contract and California Air Resources Board's Guidelines, the California Air Resources Board's Guidelines shall prevail.

S. By executing this AGREEMENT, CONTRACTOR understands and agrees to operate and maintain their station(s) according to the terms herein and to cooperate with PCAPCD and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable.

IV. Repercussions for Nonperformance:

A. If for any reason, after PROJECT funding, the PROJECT does not perform according to what was submitted in the CONTRACTOR's application, or in conjunction with the application, or if the conditions of this AGREEMENT are not met, PCAPCD or CARB may require reimbursement of grant funds.

B. CARB and PCAPCD have the authority to pursue any remedies available under the law for noncompliance with Moyer Program requirements and nonperformance with terms outline in this AGREEMENT, in an effort to ensure emission reductions are obtained.

EXHIBIT B
CONTRACT TERM AND PAYMENT FOR SERVICES RENDERED

Contract Description: Battery-Electric Bus (BEB) Charging Station

Contract Schedule (to occur on or before the following dates)

Start Date:	last date signed by the parties
Project Completion End Date:	3/31/2022
Project Implementation Start Date:	Upon approved Post-Inspection by PCAPCD
Project Implementation Period:	3 years
Contract End Date:	3/31/2025

Budget

Amount Awarded by PCAPCD:	$140,125.03
Co-Funding (including in-kind):	$435,386.97
Estimated Total PROJECT Amount:	$575,512.00

If the Total PROJECT Amount is less than what is listed above, then the CONTRACTOR may be required to provide an equivalent percentage of Co-Funding based on the reduced Total PROJECT Amount. The Amount Awarded by PCAPCD, as listed above, shall be adjusted accordingly.

Payment

PCAPCD will provide up to $140,125.03 (One Hundred Forty Thousand One Hundred Twenty-Five and 03/100 Dollars) in funding, in accordance with the requirements listed in this AGREEMENT. Payment(s) shall be made to the CONTRACTOR within thirty (30) days after the billing is received and approved by PCAPCD.

At the sole discretion of PCAPCD, ten (10) percent of the awarded grant amount, as outlined in this exhibit, will be withheld pending the submittal and approval of the first Annual Monitoring Report as outlined in Exhibit C – Monitoring Report Format.

A completed federal W-9 form and California 590 form must be submitted prior to payment. An IRS Form 1099 will be issued for incentive funds received under this AGREEMENT, if applicable. It is the CONTRACTOR'S responsibility to determine tax liability associated with receiving grant incentive funds.

Invoices

Invoices shall be submitted to PCAPCD in an original format and include the contract number. Along with submitting an invoice for reimbursement, provide copies of all paid receipts and proof of in-kind support (when applicable), and evidence of financing, associated with the PROJECT funded under this AGREEMENT.

EXHIBIT C
MONITORING REPORT FORMAT

Contract Description: Battery-Electric Bus (BEB) Charging Station

The first annual monitoring report shall be submitted no later than 13 months after PROJECT post-inspection and continuing annually thereafter throughout the PROJECT Implementation Period of this AGREEMENT. The report can be emailed, mailed, or delivered in person to PCAPCD.

The report shall include the following:

1. CONTRACTOR'S name, address, and telephone number.
2. Reference Contract Number.
3. Qualitative description of public and private uses.
4. Annual and cumulative PROJECT total of usage per charger (e.g. kilowatt-hour) and number of plug in events.
5. If the charging station has incorporated solar or wind power generation equipment, then provide the amount of electricity generated (kilowatt-hour) from the solar or wind power generating equipment.
6. Any unscheduled downtime, including duration of downtime and causes of downtime.

Note: After the monitoring report is submitted to PCAPCD, staff may conduct a performance evaluation on the PROJECT.

COUNCIL COMMUNICATION

CC #: 1335
File #: 0800-02 & 0201-01

Title:	Electric Vehicle Charging Stations - Budget Adjustment
Contact:	Austin Kurth 916-774-5661 akurth@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.31.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance to approve a budget adjustment to authorize a $35,000 increase in the Electric Vehicle Charging Station project for FY2020-21 to fund required Americans with Disabilities Act (ADA) improvements.

BACKGROUND

Roseville Electric Utility owns and operates several electric vehicle chargers across the city and is installing additional electric vehicle charging stations at the electric utility's headquarters for city and public use. Civil construction at the installation site will make ADA improvements to level parking spaces and create a compliant path of travel. A $35,000 budget increase is requested due to an increase in the work scope of the project related to ADA improvements. This is an existing Capital Improvement Project already approved by City Council.

FISCAL IMPACT

Approval of the attached budget adjustment authorizes an additional $35,000 in funding from the Low Carbon Fuel Standards (LCFS) proceeds in the Electric Fund, increasing the total project budget to $185,000.

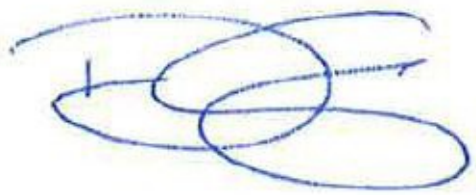
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Eric Campbell, Finance Administrator

Michelle Bertolino, Electric Utility Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6340

Budget Adjustment

ORDINANCE NO. 6340

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended as listed on the attached budget adjustment for the Electric Vehicle Charging Station project.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Austin Kurth / Power Engineer
FISCAL YEAR: 2021
PREPARER NAME & TITLE: Eric Campbell / Electric Finance Administrator
COUNCIL DATE (if applicable): 3/17/2021
DEPARTMENT/DIVISION: Electric/Operations
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	6587	84701	500043	35,000	Increase Electric Vehicle Charging Station Project
			TOTAL	35,000	

REVENUES/TRANSFERS IN

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

	NET ADJUSTMENT	35,000

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001				(35,000)	Decrease Electric fund balance
			TOTAL	(35,000)	

Justification for Budget Adjustment:

This budget adjustment requests an additional $35,000 for the Electric Vehicle Charging Station project. The increase is requested due to an increase in project costs related to Americans with Disabilities Act (ADA) regulations specific to access and a clear, unobstructed, path. Approval of this budget adjustment will authorize a total of $185,000 funds for this project.

SM

REQUIRED APPROVALS:

Michelle Bertolino (Feb 24, 2021 13:20 PST) — Feb 24, 2021

REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019

2/24/20211:13 PM

COUNCIL COMMUNICATION

CC #: 1341
File #: 0102-10

Title: Resolution - Jacquie Clarizio
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.32.

RECOMMENDATION TO COUNCIL

Commend Jacquie Clarizio for her 24 years of outstanding service and dedication to the City of Roseville, congratulate her on her many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk

ATTACHMENTS:

Description

Resolution - Jacquie Clarizio

Proclamation

WHEREAS, Jacquie Clarizio began her career with the City of Roseville as an Account Clerk I in March 1997, on August 26, 2000, she was promoted to an Account Clerk II, on June 24, 2004, she was promoted to a Cash Management Specialist, on April 7, 2012, she was promoted to an Investment Analyst I, on August 25, 2012, she was promoted to a Financial Analyst I, on April 19, 2014, she was promoted to a Financial Analyst II; and

WHEREAS, Jacquie was a recipient of the Pride of Roseville Commendation for Excellence in the "Outstanding Work Performance Top Team" category; and

WHEREAS, Jacquie was a recipient of the Pride of Roseville City Manager's Award for her contribution to the City's Enterprise Resource Planning Project; and

WHEREAS, Jacquie was a recipient of the Pride of Roseville City Manager's Award for distinguished service; and

WHEREAS, Jacquie has been a loyal employee performing her duties in a trustworthy and reliable manner since she was hired; and

WHEREAS, Jacquie is now retiring after 24 years of honorable service to the City of Roseville and will be greatly missed and remembered by her friends and co-workers; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **JACQUIE CLARIZIO** be commended for her 24 years of outstanding service and dedication to the City of Roseville and the Finance Department, congratulated for her accomplishments and wished a long, healthy and enjoyable retirement.

SIGNED AND APPROVED this 17th day of March, 2021.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

KRISTA BERNASCONI, MAYOR

COUNCIL COMMUNICATION

CC #: 1358
File #: 0102-10

Title:	Resolutions of Commendation of Appreciation - Dry Creek Joint Union School District, Eureka Union School District, Roseville City School District, Roseville Joint Union High School District
Contact:	Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 7.33.

RECOMMENDATION TO COUNCIL

Recommend the City Council adopt resolutions of commendation of appreciation to the Dry Creek Joint Union School District, the Eureka Union School District, the Roseville City School District, and the Roseville Joint Union High School District recognizing and commending the staff and leadership for their dedication to students' health, well-being and educational needs.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

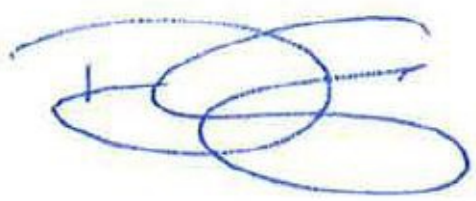
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Dry Creek Joint Union School District

Eureka Union School District

Roseville City School District

Roseville Joint Union High School District

Resolution

Dry Creek Joint Union School District
Commendation of Appreciation

WHERAS, the Dry Creek Joint Union School District serves 6,998 preschool to 8th grade students at eleven schools located in both Placer and Sacramento counties; and

WHEREAS, the Dry Creek Union School District is open for in-person instruction with Placer County schools within the district opening in September of 2020, and Sacramento County schools located in the district opening in October of 2020, thereby joining other school districts in the Roseville region in being one of the first districts to open safely in the state; and

WHEREAS, the Dry Creek Joint Union School District staff and leadership is deserving of acknowledgement and thanked for their efforts in meeting student, family, teacher and community needs during the pandemic; and

WHEREAS, the educational, developmental, and societal impacts of COVID-19 are undoubtedly real, and students are fortunate to have access to high-quality instruction and support services by the Dry Creek Joint Union School District staff and leadership with the goal of preparing students for advancement through their respective grade levels; and

WHEREAS, beyond academics, students gain a host of other educational, social, emotional, and health benefits while interacting with peers, teachers, counselors, bus drivers, and support staff of the Dry Creek Joint Union School District; and

WHEREAS, the Dry Creek Joint Union School District is deeply committed to continue a meaningful and effective educational experience for students with a focus on ensuring all processes and procedures are in alignment with public health guidelines.

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby recognize and commend the **DRY CREEK JOINT UNION SCHOOL DISTRICT** staff and leadership for their dedication to students' health, well-being and educational needs.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

SIGNED this 17th day of March, 2021.

KRISTA BERNASCONI, MAYOR

Resolution

Eureka Union School District
Commendation of Appreciation

WHERAS, the Eureka Union School District serves 3,361 preschool to 8th grade students at seven schools located in a portion of East Roseville and Granite Bay; and

WHEREAS, since November 2020, the Eureka Union School District has offered in-person instruction five days a week to meet student, family, teacher and community needs during the pandemic, joining other districts in the Roseville region in opening safely, and being one of the first districts opening to students in the state; and

WHEREAS, the Eureka Union School District staff and leadership is deserving of acknowledgement and thanked for their efforts in meeting student, family, teacher and community needs during the pandemic; and

WHEREAS, the educational, developmental, and societal impacts of COVID-19 are undoubtedly real, and students are fortunate to have access to high-quality instruction and support services by the Eureka Union School District with the goal of preparing students for advancement through their respective grade levels; and

WHEREAS, beyond academics, students gain a host of other educational, social, emotional, and health benefits while interacting with peers, teachers, counselors, bus drivers, and support staff of the Eureka Union School District; and

WHEREAS, the Eureka Union School District is deeply committed to continue a meaningful and effective educational experience for students with a focus on ensuring all processes and procedures are in alignment with public health guidelines.

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby recognize and commend the **EUREKA UNION SCHOOL DISTRICT** staff and leadership for their dedication to students' health, well-being and educational needs.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

SIGNED this 17th day of March, 2021.

_____

KRISTA BERNASCONI, MAYOR

Resolution

Roseville City School District
Commendation of Appreciation

WHERAS, the Roseville City School District serves over 11,000 preschool to 8th grade students at their twenty schools throughout Roseville; and

WHEREAS, during the pandemic, the Roseville City School District was one of the first districts to open to in-person learning in the State of California; and

WHEREAS, the Roseville City School District staff and leaderships is deserving of acknowledgement and thanked for their efforts in meeting meet student, family, teacher and community needs during the pandemic; and

WHEREAS, the educational, developmental, and societal impacts of COVID-19 are undoubtedly real, and students are fortunate to have access to high-quality instruction and support services by the Roseville City School District with the goal of preparing students for advancement through their respective grade levels; and

WHEREAS, beyond academics, students gain a host of other educational, social, emotional, and health benefits while interacting with peers, teachers, counselors, bus drivers, and support staff of the Roseville City School District; and

WHEREAS, the Roseville City School District is deeply committed to continue a meaningful and effective educational experience for students with a focus on ensuring all processes and procedures are in alignment with public health guidelines; and

WHEREAS, the Roseville City School District staff and leadership are further commended for continuing to offer daily meals to all students at no-cost in both the Roseville City and Dry Creek Joint Elementary School Districts, meeting important nutritional needs of all students during the pandemic.

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby recognize and commend the **ROSEVILLE CITY SCHOOL DISTRICT** staff and leadership for their dedication to students' health, well-being and educational needs.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

SIGNED this 17th day of March, 2021.

KRISTA BERNASCONI, MAYOR

Resolution

Roseville Joint Union High School District
Commendation of Appreciation

WHERAS, the Roseville Joint Union High School District serves the educational needs of 10,282 students at eight high schools throughout Roseville; and

WHEREAS, geographically, the district includes the City of Roseville, the Granite Bay community, and a part of Antelope encompassing portions of both Placer and Sacramento counties; and

WHEREAS, the Roseville Joint Union High School District was one of the first districts to open safely to in-person instruction in the State of California; and

WHEREAS, the Roseville Joint Union High School District staff and leadership is deserving of acknowledgement in meeting student, family, teacher and community needs during the pandemic; and

WHEREAS, the educational, developmental, and societal impacts of COVID-19 are undoubtedly real, and students are fortunate to have access to high-quality instruction and support services by the Roseville Joint Union High School District with the goal of preparing students for advancement through their respective grade levels and ultimately graduate; and

WHEREAS, beyond academics, students gain a host of other educational, social, emotional, and health benefits while interacting with peers, teachers, counselors, bus drivers, and support staff of the Roseville Joint Union High School District; and

WHEREAS, the Roseville Joint Union High School District is deeply committed to continue a meaningful and effective educational experience for students with a focus on ensuring all processes and procedures are in alignment with public health guidelines.

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby recognize and commend the **ROSEVILLE CITY SCHOOL DISTRICT** staff and leadership for their dedication to students' health, well-being and educational needs.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

SIGNED this 17th day of March, 2021.

KRISTA BERNASCONI, MAYOR

COUNCIL COMMUNICATION

CC #: 1336
File #: 0200

Title:	Federal Stimulus Update and Reserve Fund Policy
Contact:	Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution approving a Federal Stimulus Reserve Fund policy, effective March 18, 2021.

BACKGROUND

The Federal American Rescue Plan Act of 2021 is expected to be approved prior to March 14, 2021. Based on preliminary estimates, staff anticipates that the City will receive approximately $16-17 million in federal stimulus funding from this Act. To assist in the oversight and management of this funding, staff recommends the approval of a policy to establish a temporary Federal Stimulus Reserve Fund and spending guidelines.

The policy includes a plan to disburse the federal stimulus funding within twelve months after the end of the pandemic emergency. This temporary fund will be closed once all funding has been distributed.

The policy also specifies that staff will recommend one-time expenditures, or transfers to other City funds, for City Council approval consistent with the federal requirement for the use of the funds to:

(A) respond to or mitigate the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts;
(B) cover otherwise unreimbursed costs incurred as a result of such emergency;
(C) replace revenue that was lost, delayed, or decreased as a result of such emergency; or address the negative economic impacts of such emergency.

Staff will return to City Council at a later date with a recommendation to recognize the federal stimulus funding upon receiving clarity on the exact amount the City will receive and spending options.

FISCAL IMPACT

Approval of this policy has no fiscal impact. However implementation of the policy is expected to improve the fiscal position and financial health of the City as it recovers from the pandemic.

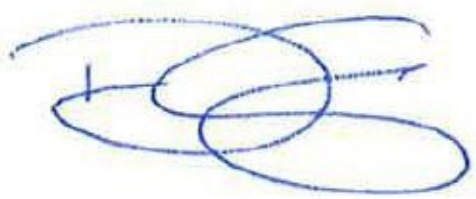
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Scott Pettingell, Budget Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-099

Federal Stimulus Reserve Policy

RESOLUTION NO. 21-099

APPROVING THE FEDERAL STIMULUS RESERVE FUND POLICY

WHEREAS, the Federal American Rescue Plan Act of 2021 is expected to be approved on March 14, 2021; and

WHEREAS, staff anticipates that the City of Roseville will receive approximately $16-17 million in federal stimulus funding from this Act; and

WHEREAS, to assist in the oversight and management of this funding, staff recommends the approval of a policy to establish a temporary Federal Stimulus Reserve Fund and spending guidelines; and

WHEREAS, the Federal Stimulus Reserve Fund Policy of the City of Roseville has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Federal Stimulus Reserve Fund Policy is hereby approved.

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

Federal Stimulus Reserve Fund Policy

The purpose of this policy is to establish a temporary Federal Stimulus Reserve Fund with the City's allocation of the federal stimulus (2021 Coronavirus State and Local Fiscal Recovery Funds) until one-time expenditures or transfers to other City funds are approved over the remaining course of the pandemic.

The City's plan is to disburse the federal stimulus funding within twelve months after the end of the pandemic emergency. This temporary reserve fund will be closed after all funding, including interest earned theron, has been distributed.

Staff will recommend one-time expenditures, or transfers to other City funds, for Council approval consistent with the requirement for the use of the funds to:

(A) respond to or mitigate the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts;
(B) cover otherwise unreimbursed costs incurred as a result of such emergency;
(C) replace revenue that was lost, delayed, or decreased as a result of such emergency; or
(D) address the negative economic impacts of such emergency.

The federal stimulus funding shall not be applied to new ongoing operating expenditures.

COUNCIL COMMUNICATION

CC #: 1338
File #: 0103-22

Title: Local Sales Tax Citizens' Oversight Committee Report
Contact: Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 8.2.

RECOMMENDATION TO COUNCIL

Staff recommends City Council receive an informational report and presentation from the Local Sales Tax Citizens' Oversight Committee on the fiscal year 2019-20 revenue and expenditures of the Measure B sales and use tax.

BACKGROUND

The Local Sales Tax Citizens' Oversight Committee (Committee) was created when Measure B was passed by Roseville voters in the November 6, 2018 election. The Committee is charged with the annual review and report to the City Council on the revenue and expenditures of the Measure B sales and use tax.

As part of the EngageRoseville effort that led to Measure B, the City asked the community its priorities for city services to help guide the City in developing future budgets. Those priorities, along with Council priorities, were reflected in the FY2019-20 budget as follows:

Services maintained
- Specialized police and fire services
- Fire engine company
- Recreation and library programs
- Street maintenance levels
- Job-creation and business recruitment initiatives

Services restored
- Library hours
- 4th of July fireworks
- Fire training and investigations
- Goat grazing for thatch management in open space
- Park maintenance standards
- Industry training and development

Services added
- Establish new police beat in West Roseville
- Maintenance for three citywide parks, allowing for construction to occur

Fiscal health investments
- Build economic stabilization reserve fund
- Pay down CalPERS pension obligation
- Pay down retiree health liability

The Committee met on February 2, 2021 and received a presentation on the City's year-end report from staff. The presentation was a summary of information provided to the Committee including the following documents:

- 2020 City of Roseville CAFR
- Fourth Quarter Report FY2019-20
- General Ledger Detail
- General Fund Reserves Policy
- FY2019-20 Annual Budget
- FY2019-20 Year-end Report and Budget Adjustment Council Communication
- Harry Crabb Park Notice of Completion Council Communication
- Central Park Notice of Completion Council Communication
- Roseville Citizens' Oversight Committee Memo March 18, 2020 Final

The Committee met again on February 24, 2021 and approved the attached report to the City Council on the FY 2019-20 revenue and expenditures of the Measure B sales and use tax.

FISCAL IMPACT

There is no fiscal impact related to receiving this report.

ENVIRONMENTAL REVIEW

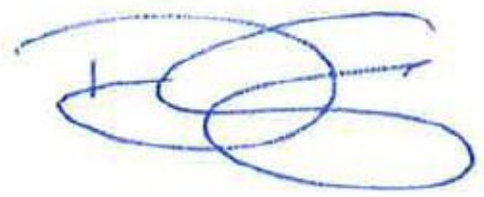
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The report to the City Council from the Local Sales Tax Citizens' Oversight Committee meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Scott Pettingell, Budget Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Roseville Local Sales Tax Citizens' Oversight Committee Report

Memorandum

To: Roseville City Council

From: Local Sales Tax Citizens' Oversight Committee

Date: March 17, 2021

Subject: Citizens' Oversight Committee update for March 17, 2021 Roseville City Council Meeting

History of Measure B

- Measure B is a half-cent local sales and use tax to protect Roseville's essential services and was approved by voters in the November 6, 2018 election, with the expected annual revenue of $16 to $19 million.
- On April 1, 2019, the sales and use tax rate in Roseville increased from 7.25% to 7.75%.
- During the prior fiscal year 2018/2019, the City Council approved a budget adjustment to transfer the full $4.2M earned through Measure B to the Economic Stabilization Reserve.

Role of the Citizen Oversight Committee

- The Citizens' Oversight Committee was proposed as an independent citizen oversight on the Measure B funds.
- The Citizens' Oversight Committee was created when Measure B passed in the November 6, 2018 election.
- The local sales tax oversight committee is charged with the annual review and report to the City Council on the revenue and expenditures of the Measure B sales and use tax.

Current Members	Term End
Patrick Comstock	6/30/2021*
Richard Duffy	6/30/2023*
Christopher Kight	6/30/2021*
Kathryn Kitchell	6/30/2023*
Meghan Krafka	6/30/2023*
*All members are eligible to re-apply at end of current term	

Measure B funds are appropriated to the General Fund where funds are not specifically allocated and tracked for a specific purpose, the Measure B ballot information stated that "the City may use the funds for any municipal purpose, including but not limited to essential services such as neighborhood police patrols, fire protection, 9-1-1 emergency response; crime suppression/investigation; street and pothole repair; libraries, parks and recreation; and job creation and economic improvement programs."

Review of February 2, 2021 Meeting

- The meeting consisted of the following:
  - Appointment of annual Committee Chair and Vice Chair
  - Review of the Brown Act by Joe Mandell, Senior Deputy City Attorney
  - Presentation of the City's year-end report by Dennis Kauffman, Assistant City Manager/Chief Financial Officer. Presentation was a summary of information provided to the Committee as exhibits:
    - Committee Overview
    - Year-end Report: Fiscal year July 1, 2019 to June 30, 2020
      - Budget overview
      - Financial outlook
      - Council priorities
      - General Fund revenue/expenditures
      - Measure B strategic investments
      - Fiscal actions to address COVID-19
  - Report to Council
  - Recommendation by the City staff that the Committee designate one or two Committee members to prepare the Committee's report

Citizens' Oversight Committee Report of the Funds from Fiscal Year 2019/2020

- Fiscal year 2019/2020 earned $19.7M in Measure B revenue which was $3.7M more than budgeted. Actual Measure B earnings exceeded budget primarily due to the conservative approach in budgeting for Measure B revenue since it was the first year in earnings without a historical trend to use as a basis.
- The Committee notes that because Measure B revenue is comingled with other General Fund revenue and pooled for General Fund expenditures, it is not possible to trace specific expenditures back to Measure B revenue.
- City staff reports show that $14.1M in city funds were used to fund the Economic Stabilization Fund and $698K was used to increase the Emergency Reserve.
- Certain members of the Committee reviewed The Annual Budget Fiscal Year 2020-21 Report General Fund Summary showing General Fund expenditures by department and noted that police, fire, public works and parks, recreation and library services were all maintained as evidenced by an increase in expenditures from FY 2018/2019 to FY

2019/2020. It was further noted that a new police beat was established in West Roseville fulfilling a public committed use of Measure B funds.

- The Committee concludes that based on the data provided by City staff and our analysis as described above, that Measure B funds were used for their intended purpose.
- The Committee recommends that City staff work with one or two members of the Committee to develop a scorecard for future years to provide supporting evidentiary documentation of Measure B revenue use.

CC:

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

Terry Bradley, Recording Secretary

COUNCIL COMMUNICATION

CC #: 1321
File #: 0103-04-03

Title: Library Board - Unscheduled Vacancy Appointment
Contact: Katrina Six 916-774-5267 kmsix@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Recommend Council appoint one (1) individual to the Library Board to a term expiring December 31, 2022 from the applications received from: Neil Pople and Danielle Roe.

BACKGROUND

Appointment of Andrea Seminer to the Board of Appeals created an unscheduled vacancy on the Library Board with a term ending December 31, 2022. Only one application was received to fill the vacancy.

FISCAL IMPACT

Not applicable.

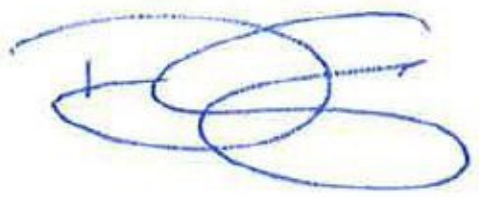
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The appointment of members to boards or commissions does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Katrina Six, Deputy City Clerk

Sonia Orozco, City Clerk



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Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 1338
File #: 0400-02 & 0400-03 & 0400-04-09-1 & 0400-04-09-02

Title:	West Roseville Specific Plan Parcel W-20 - General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendment
Contact:	Kinarik Shallow 916-746-1309 kshallow@roseville.ca.us

Meeting Date: 3/17/2021
Item #: 11.1.

RECOMMENDATION TO COUNCIL

At the February 11, 2021 Planning Commission meeting, the Planning Commission recommended the City Council take the following actions on the project:

A. Consider the WRSP PCL W-20 – Coffee Shack Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program;
B. Adopt a resolution approving land use map amendments to the General Plan;
C. Adopt a resolution approving text and land use amendments to the West Roseville Specific Plan;
D. Adopt the two (2) findings of fact and introduce for first reading an ordinance approving the Rezone; and
E. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the Ninth Amendment of the Development Agreement by and between the City of Roseville and Mourier Investments, LLC as assignee of VC Roseville, LLC.

BACKGROUND

This Council Communication provides a summary evaluation of the project and a summary of the February 11, 2021 Planning Commission hearing. A more detailed background and evaluation is provided in the Planning Commission staff report, included as Attachment 1.

Background/Project Description

The 0.6-acre project site is located on Parcel W-20 within the West Roseville Specific Plan (WRSP), at the southeastern intersection of Upland Drive and Pleasant Grove Boulevard. The site has a zoning designation of Single-Family Residential/Development Standards (R1/DS) and a land use designation of Low Density Residential (LDR). Although Parcel W-20 has a land use designation of LDR, the WRSP has not allocated any residential units to the site. The parcel was intended to be a landscape gateway for the Plan area and is currently undeveloped, with the exception of frontage and landscape improvements along Pleasant Grove Boulevard to the north and Upland Drive to the west. The site is adjacent to single-family residential uses to the north and east across Pleasant Grove Boulevard, a vacant High Density Residential (HDR) parcel to the south (Parcel JM-30 of the Sierra Vista Specific Plan), and single-family residential uses to the

west across Upland Drive. A small portion of the southeastern corner of the site is also bounded by the vacant Community Commercial (CC) parcel located at the southwest corner of Pleasant Grove Boulevard and Fiddyment Road (Parcel JM-41 of the Sierra Vista Specific Plan).

The proposed project will amend the land use and zoning designations of the property to facilitate the construction of a 910-square-foot drive-through coffee kiosk on Parcel W-20. The user of the coffee kiosk is unknown at this time. The project includes a General Plan Amendment (GPA) and Specific Plan Amendment (SPA) to amend the land use designation of Parcel W-20 from LDR to Community Commercial (CC), and a Rezone to change the zoning designation from R1/DS to Community Commercial with a Special Area overlay (CC/SA). The Special Area overlay will modify permitted uses to ensure compatibility with adjacent land uses. Lastly, the project includes the ninth amendment of the Development Agreement by and between the City of Roseville and Mourier Investments, LLC as assignee of VC Roseville, LLC ("Westpark DA") to reflect the proposed land use change. Approval of the land use amendment would require updates to the City's General Plan land use map as well as updates to the WRSP land use map and associated land use tables. The WRSP will also be updated to include the table of permitted uses specific to the CC/SA zone for Parcel W-20.

Associated with this request was a Conditional Use Permit (CUP) and a Design Review Permit (DRP), which the Planning Commission unanimously approved at their February 11, 2021 meeting. Per the Zoning Ordinance, approval of the CUP is required to allow a drive-through use contiguous to a residential zoned parcel. The DRP approved the proposed building and site design, including parking, lighting, and landscaping. Further discussion and exhibits for these entitlements are included in the Planning Commission staff report (Attachment 1).

Summary Evaluation

As detailed in pages 4-6 of the attached Planning Commission staff report, the proposed GPA, SPA, and Rezone of the property is consistent with the goals and policies of the General Plan and WRSP. Based on the size of the parcel and proximity to residential uses, a SA overlay will be added to the proposed CC zone. The SA overlay allows modification of the underlying general district regulations, including permitted use types. The proposed CC/SA zone would modify the permitted uses and would be structured to prohibit potentially incompatible uses (i.e., auto repair, nightclubs, smoke shops) (see Table 4-6 in Exhibit E). This ensures uses on these parcels will be those that are desirable to the community and compatible with the existing and future residential uses. As such, staff finds that the proposed CC land use and zoning would be appropriate for the property and compatible with the adjacent residential land uses with adoption of the SA zone district overlay.

Consistent with the General Plan policies, the land use modification was evaluated for impacts to traffic, noise, and utilities. A discussion on each of these impacts is included below. These same potential impacts are also evaluated in the Initial Study/Mitigated Negative Declaration prepared for the project, included as Exhibit A.

Traffic: A traffic study was prepared by Fehr & Peers, an engineering consultant, to analyze the potential traffic impacts from the project. The traffic study is included as Attachment 4 of Exhibit A – Initial Study. The traffic study included an estimated trip generation, impacts on Level of Service (LOS), and analysis of Vehicle Miles Traveled (VMT). The project incorporated the recommendations made in the traffic study to improve the project access and on-site circulation design. The City's Engineering Division reviewed the traffic study and determined there is sufficient capacity to accommodate the trips generated by the project, and the project was found to be consistent with the General Plan policy relating to LOS. Per the traffic study findings, the project is considered a locally-serving use that does not include any unique characteristics which would draw in regional traffic, or which would prompt longer trips that would lead to a significant increase in VMT. Thus, the project would have a less than significant impact to the transportation system on the basis of project-generated VMT.

Noise: An Environmental Noise Assessment was prepared for the project by Bollard Acoustical

Consultants, Inc. to ensure the project complies with the sound limits identified in the City's Noise Ordinance (Chapter 9.24). The Environmental Noise Assessment is included as Attachment 3 of Exhibit A – Initial Study. The noise assessment concluded that noise from drive-through operations (e.g., drive-through menu speaker board and vehicle idling/pass-bys) could potentially exceed the applicable nighttime hourly average noise level standards for sensitive receptors (e.g., residential uses) at the southern property line adjacent to the HDR parcel, if the drive-through hours of operation extend into nighttime hours (10:00 p.m. to 7:00 a.m.). Therefore, to comply with the General Plan noise standards, the noise assessment recommends constructing a 10-foot solid noise barrier along the southern property line or limiting the drive-through hours of operation to 7:00 a.m. to 10:00 p.m. The applicant is proposing to limit the hours of operation. The hours of operation and any external amplified sound are regulated by the conditions of approval, as discussed in the Conditional Use Permit evaluation section of the Planning Commission staff report, which will ensure the project is consistent with the General Plan and Noise Ordinance.

Water: The change in land use from LDR to CC would increase water demand for the site by 1.1 acre feet per year (AF/yr). As discussed in the Initial Study, the City's Environmental Utilities staff determined this to be a de minimis amount of water and concluded there are sufficient water supplies available to allocate the additional water demand. Therefore, the project would not require new or expanded water supply entitlements.

The project includes a ninth amendment of the Westpark DA to reflect the proposed land use change. The DA amendment does not amend any previous development obligations and is consistent with the City's General Plan and Zoning Ordinance.

Public Comments

Prior to the Planning Commission hearing, staff received a total of six emails from members of the public regarding the proposed project. Three emails were in support of the project and three emails were in opposition of the project. The public comments are included with the Planning Commission staff report (see Attachment 1) and staff's memorandum to the Planning Commission, dated February 9, 2021 (see Attachment 2). Those in opposition of the project raised concerns with the rezone of the site and with the project's impacts to traffic and noise.

Summary of Planning Commission Hearing

The project was heard by the City's Planning Commission on February 11, 2021. The applicant addressed the Commission, spoke in favor of the project, and requested approval by the Commission. Public testimony was received at the hearing by email from Matt Gray and Hailey Patterson, and by phone from Audrey & Charles Ehrlich. The email received by Matt Gray was identical to the email submitted prior to the Planning Commission hearing, which is included and addressed in the Planning Commission staff report and also discussed in the Environmental Review section of this Council Communication. The email received by Hailey Patterson is included as Attachment 3. Audrey & Charles Ehrlich provided comments by phone and identified concerns with the rezone of the site, hours of operation, and potential noise.

After receiving testimony, the Planning Commission deliberated on the item and ultimately voted to adopt the WRSP PCL W-20 – Coffee Shack Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program, voted to approve the Conditional Use Permit and Design Review Permit, and recommended the City Council approve the General Plan Amendment, Specific Plan Amendment, Rezone and Development Agreement Amendment, with a vote of 7 aye, 0 nay, 0 absent.

FISCAL IMPACT

The project is not anticipated to result in any negative impacts to the City's General Fund. The

project will generate construction jobs and employment opportunities associated with the future uses on the site. Once operational, the development will positively contribute to property and sales tax revenues.

ENVIRONMENTAL REVIEW

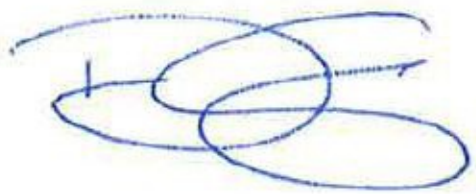
As required by the California Environmental Quality Act (CEQA), the City of Roseville, acting as Lead Agency, prepared an Initial Study/Mitigated Negative Declaration to evaluate the environmental effects of the project. The document was released for a 20-day public comment period, which began on January 15, 2021 and ended on February 4, 2021. The document analyzed the potential for environmental impacts due to project implementation and determined that potentially significant impacts related to Biological Resources, Noise, and Tribal Cultural Resources could be reduced to less than significant levels with mitigation. The Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program are included as Exhibit A.

Staff received one comment letter during the 20-day public comment period of the document (included with Attachment 1). The comment letter was submitted by Matt Gray, a resident who lives on Horton Court (to the west of the project site, across Upland Drive). In summary, Mr. Gray assumes the coffee kiosk will be operated by Dutch Brothers and has concerns with the project's impacts to traffic and noise. As mentioned, the coffee kiosk user is unknown at this time. With regards to traffic and noise, staff believes these concerns have been adequately addressed with the evaluation contained in the Initial Study and in the Planning Commission staff report. The letter also claims the traffic study's assessment of the two Dutch Brothers locations is flawed given it was conducted during the COVID-19 pandemic. The data collection was conducted in February 2020 and in November 2020. The traffic study states adjustments were made to the November 2020 data in order to estimate pre-COVID conditions. This was accomplished by applying the a.m. to p.m. peak hour trip generation factor derived from the November 2020 data to the p.m. peak hour trips derived from the February 2020 trip generation data. City Engineering staff reviewed the traffic study and found the findings to be consistent with what has been observed at other existing coffee kiosks in Roseville.

Respectfully Submitted,

Kinarik Shallow, Associate Planner

Mike Isom, Development Services Director



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 February 11, 2021 Planning Commission Staff Report and Exhibits

Attachment 2 February 9, 2021 Memorandum to Planning Commission re: Public Comments

Attachment 3 February 11, 2021 Planning Commission Public Testimony

Attachment 4 Conditions of Approval

Exhibit A Initial Study/Mitigated Negative Declaration

Resolution 21-108

Exhibit B General Plan Amendment Exhibit

Exhibit C General Plan Land Use Map Amendment

Resolution 21-109

Exhibit D Specific Plan Amendment Exhibit

Exhibit E WRSP Change Pages

Rezone Ordinance

Exhibit F Rezone Exhibit

DAA Ordinance

Exhibit G Ninth Amendment of the Westpark DA

CITY OF ROSEVILLE CALIFORNIA

PLANNING DIVISION STAFF REPORT
PLANNING COMMISSION MEETING February 11, 2021

Prepared by: Kinarik Shallow, Associate Planner

ITEM 6.2: General Plan Amendment, Specific Plan Amendment, Rezone, Development Agreement Amendment, Conditional Use Permit, and Design Review Permit – 1875 Pleasant Grove Boulevard – WRSP PCL W-20 – Coffee Shack – File # PL20-0142

REQUEST

The proposed project is a 910-square-foot drive-through coffee kiosk with associated parking, lighting, and landscaping. The project entitlements include a General Plan Amendment and Specific Plan Amendment to modify the land use from Low Density Residential (LDR) to Community Commercial (CC), a Rezone from Single-Family Residential/Development Standards (R1/DS) to Community Commercial/Special Area (CC/SA), a Development Agreement Amendment to reflect the land use change, a Conditional Use Permit to allow a drive-through use contiguous to a residential zoned parcel, and a Design Review Permit to approve the building architecture and site design.

Applicant – David Cobbs, Baker Williams Engineering Group
Property Owner – Steve Schnable, Mourier Investments LLC

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

A. Adopt the WRSP PCL W-20 – Coffee Shack Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program;
B. Recommend the City Council approve the General Plan Amendment (Land Use Map);
C. Recommend the City Council approve the Specific Plan Amendment (Text and Land Use Map);
D. Recommend the City Council adopt the two (2) findings of fact and approve the Rezone;
E. Recommend the City Council approve the Ninth Amendment of the Development Agreement by and between the City of Roseville and VC Roseville, LLC;
F. Adopt the three (3) findings of fact and approve the Conditional Use Permit subject to six (6) conditions of approval; and
G. Adopt the four (4) findings of fact and approve the Design Review Permit subject to seventy-four (74) conditions of approval.

SUMMARY OF OUTSTANDING ISSUES

Prior to publication of this staff report, staff received two opposition letters from nearby residents with concerns regarding the project. The issues raised in the letters are related to the rezone of the site, and the project's impacts to traffic and noise. Further discussion is provided in the Public Outreach and Environmental Determination sections of this report.

The applicant has reviewed and is in agreement with all recommended conditions of approval.

BACKGROUND

The project site is located on Parcel W-20 within the West Roseville Specific Plan (WRSP) area, at the southeastern intersection of Upland Drive and Pleasant Grove Boulevard (see Figure 1). The WRSP was approved by the City on February 4, 2004 and established the land use designations and zoning standards for the specific plan area. The subject property has a zoning designation of Single-Family

Residential with a Development Standards overlay (R1/DS) and a General Plan land use designation of Low Density Residential (LDR). Although Parcel W-20 has a land use designation of LDR, the WRSP has not allocated any residential units to the site. The parcel was intended to be a landscape gateway for the Plan area and is currently vacant.

Figure 1: Project Location

PROJECT DESCRIPTION

The applicant is requesting approval of several entitlements to allow the construction of a 910-square-foot drive-through coffee kiosk on Parcel W-20, with associated parking, lighting, and landscaping. The building will have a separate walk-up order window and an outdoor seating area. No indoor seating will be provided. The user of the coffee kiosk has not been identified and is unknown at this time. The requested entitlements are listed below:

General Plan Amendment (GPA) and Specific Plan Amendment (SPA) – The project includes a GPA and SPA to amend the land use designation of Parcel W-20 from Low Density Residential (LDR) to Community Commercial (CC) to allow the proposed use. The change in land use will require updates to the General Plan land use map and changes to the text, tables, and figures of the WRSP.

Rezone – The project includes a Rezone to change the zoning designation of Parcel W-20 from Single-Family Residential/Development Standards (R1/DS) to Community Commercial/Special Area (CC/SA). The CC/SA zoning designation is consistent with the proposed CC land use and will facilitate development of the proposed drive-through use. The Special Area (SA) overlay is intended to modify permitted uses to ensure compatibility with adjacent land uses.

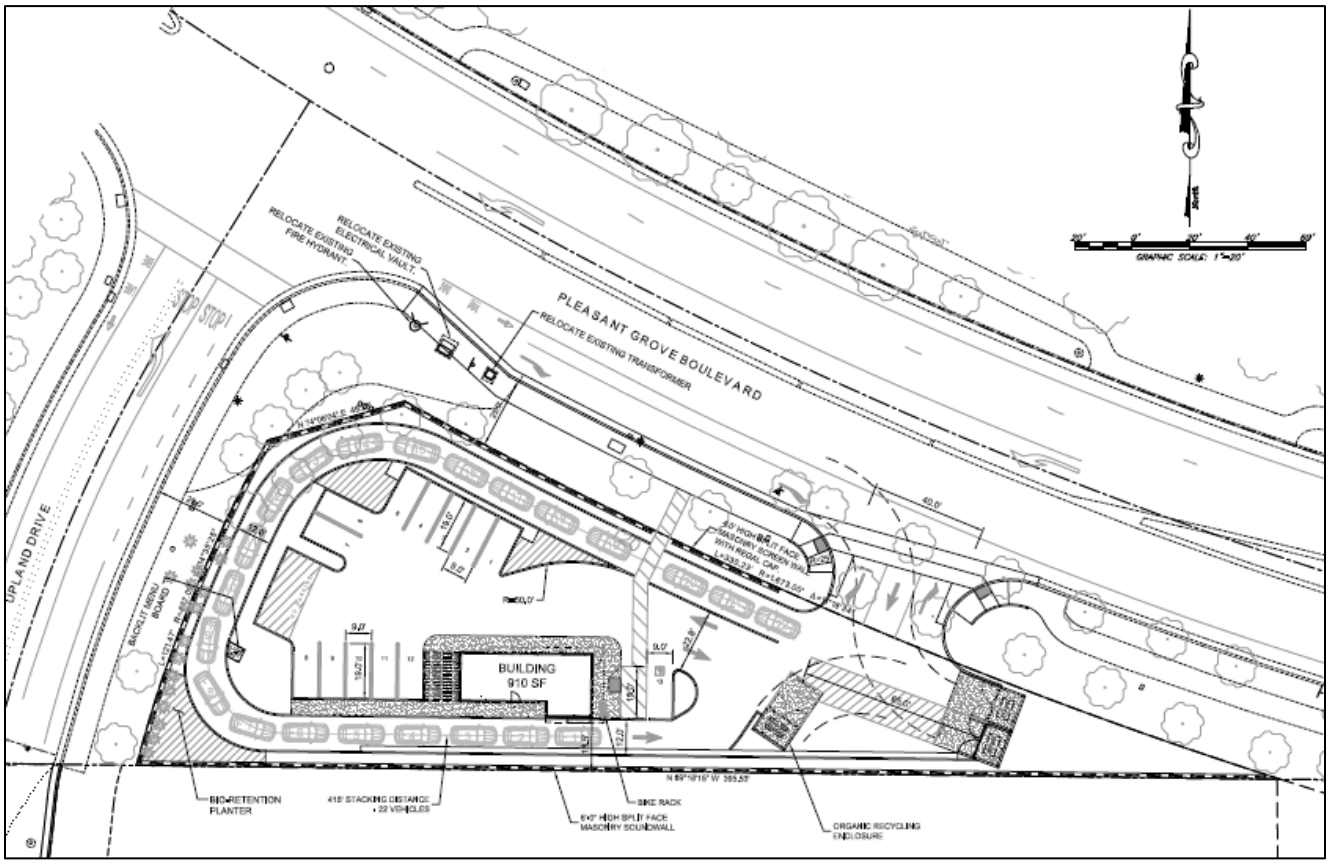
Development Agreement Amendment (DAA) – The project includes the amendment of the Development Agreement by and between the City of Roseville and VC Roseville, LLC ("Westpark DA") to reflect the proposed land use change described above. This amendment will be the Ninth Amendment of the Westpark DA.

Conditional Use Permit (CUP) – The project site is adjacent to Sierra Vista Specific Plan (SVSP) Parcel JM-30 to the south, which has a residential zoning designation of Multi-Family Housing (R3). As required

by the Zoning Ordinance, a fast food with drive-through use (such as the proposed coffee kiosk) requires approval of a CUP when contiguous to a residential zoned parcel to ensure compatibility with adjacent uses. Thus, the project includes a request for a CUP.

Design Review Permit (DRP) – The project includes a DRP to review the proposed building and site design, including parking, lighting, and landscaping.

Figure 2: Site Plan



SITE INFORMATION

Location: 1875 Pleasant Grove Boulevard (APN 017-152-018-000)

Total Size: 0.61 acres

Topography and Setting: The project site is a triangular-shaped parcel that is dominated by relatively flat topography. The site is undeveloped, with the exception of frontage and landscape improvements along Pleasant Grove Boulevard to the north and Upland Drive to the west. The frontage improvements consist of sidewalks, curb, and gutter, and the landscape along the frontage consists of street trees, accent trees, shrubs and groundcover. Vegetation on the site consists of native and non-native grasses. The site is adjacent to single-family residential uses to the north and east across Pleasant Grove Boulevard, a vacant High Density Residential (HDR) parcel to the south (Parcel JM-30 of the SVSP), and single-family residential uses to the west across Upland Drive. A small portion of the southeastern corner of the site is also bounded by the vacant Community Commercial (CC) parcel located at the southwest corner of Pleasant Grove Boulevard and Fiddyment Road (Parcel JM-41 of the SVSP).

EVALUATION: GENERAL PLAN AMENDMENT, SPECIFIC PLAN AMENDMENT, AND REZONE

Proposed amendments to the General Plan and Specific Plan are analyzed for consistency with the goals and policies of the respective plans. The policies for land use amendments relate to promoting land use patterns that enhance quality of life and minimize conflicts between land uses. Land use modifications are also evaluated for impacts to noise, air quality, traffic, and utilities. These same potential impacts are evaluated in the Initial Study/Mitigated Negative Declaration prepared for the project, included as Exhibit A. For the proposed rezone, Zoning Ordinance Section 19.86.050 specifies that recommendations for approval or denial of a rezone shall include consideration of the proposed amendment's consistency with:

1. ***The public interest, health, safety, or welfare of the City, and***

2. ***The General Plan and the West Roseville Specific Plan.***

The existing General Plan and Specific Plan land use designation of the property is Low Density Residential (LDR), and the existing zoning designation of the property is Single-Family Residential/Development Standards (R1/DS). The applicant proposes to change the zoning and land use designation of the parcel to Community Commercial (CC) to allow development of the proposed drive-through coffee kiosk (see Exhibits B—D). The CC zone will include a Special Area (SA) overlay to modify permitted uses. Approval of the land use amendment would require updates to the City's General Plan land use map as well as updates to the land use map and associated land use tables in the West Roseville Specific Plan (WRSP). The WRSP will also be updated to include the table of permitted uses specific to the CC/SA zone for Parcel W-20. Exhibit E includes the proposed amended General Plan Land Use Map and Exhibit F includes the change pages for the WRSP.

Land Use Compatibility: Table II-9 of the General Plan contains a table addressing the compatibility of adjacent land uses. For purposes of the table, "adjacent" includes land uses separated by collectors (e.g., Upland Drive) and local streets but does not include land uses separated by major arterials (e.g., Pleasant Grove Boulevard). The proposed CC land use is considered to be conditionally compatible with both the adjacent HDR land use to the south of the site and the LDR land uses to the west of the project site across Upland Drive. Per the General Plan, CC land use sites should be located at intersections of, or adjacent to arterial roads. The project site is located adjacent to an arterial road (Pleasant Grove Boulevard) and the intersection of Pleasant Grove Boulevard/Upland Drive, which is consistent with the General Plan standards.

The City of Roseville General Plan provides a list of compatible "Implementing Zones" for each land use designation (General Plan Table II-10), which establishes what zoning designations are considered compatible with the applicable General Plan land use designation. The proposed CC zone is listed as an implementing zone for the CC land use; therefore, the proposed zoning designation is compatible with the General Plan land use. Based on the size of the parcel and proximity to residential uses, a SA overlay will be added to the proposed CC zone. The SA overlay allows modification of the underlying general district regulations, including permitted use types. The proposed CC/SA zone would modify the permitted uses and would be structured to prohibit potentially incompatible uses (i.e., auto repair, nightclubs, smoke shops) (see Table 4-6 in Exhibit F). This ensures uses on these parcels will be those that are desirable to the community and compatible with the existing and future residential uses. As such, staff finds that the proposed CC land use and zoning would be appropriate for the property and compatible with the adjacent residential land uses with adoption of the SA zone district overlay.

Traffic: A traffic study was prepared by Fehr & Peers, an engineering consultant, to analyze the potential traffic impacts from the project (see Attachment 4 of Exhibit A – Initial Study). Consistent with General Plan policies, the traffic study included an estimated trip generation, impacts on Level of Service (LOS), and analysis of Vehicle Miles Traveled (VMT). Each of these items are discussed below.

- Trip Generation: The project trip generation was estimated based on data collected at two Dutch Brothers drive-through coffee stores located at 1225 Baseline Road in Roseville and at 8610 Elk Grove Boulevard in Elk Grove. Although the proposed project does not have an identified user, the Dutch Bros. locations were chosen for the study as a "worst-case" scenario and because they share similar operating and design characteristics to that of the proposed project. The traffic study estimated the project would generate 54 net new external vehicle trips during the a.m. peak hour and 48 net new vehicle trips during the p.m. peak hour after accounting for a 70 percent pass-by trip reduction. Pass-by trips are trips already on the network that are diverted to and from a commercial or retail land use, and therefore would not be considered as new trips generated by the project. The pass-by trips were estimated based on data from the Institute of Transportation Engineers (ITE). However, the traffic study reduced the ITE pass-by trip rate from 89 percent to 70 percent to provide a more conservative estimate. The City's Engineering Division reviewed the traffic study and determined there is sufficient capacity to accommodate the trips generated by the project.

- Level of Service (LOS): The Circulation Element of the General Plan establishes a policy requiring LOS "C" or better as an acceptable operating condition at all signalized intersections during a.m. and p.m. peak hours. Exceptions to LOS policy may be made by the City Council, but a minimum of 70% of all signalized intersections must maintain LOS C. The traffic study evaluated the effects of the project on LOS under both Existing Plus Project and Cumulative Plus Project conditions. The Existing Plus Project scenario considers the development of the project without any additional changes to the surrounding land use and transportation characteristics. The Cumulative Plus Project scenario considers the development of the project alongside land use and transportation system changes through 2035 as identified in the General Plan. This scenario includes the southern extension of Upland Drive into the Sierra Vista Specific Plan area as well as the future signalization of the Pleasant Grove Boulevard/Upland Drive intersection. The study concluded the Pleasant Grove Boulevard/Upland Drive intersection would operate at LOS C or better during the a.m. and p.m. peak hours under both Existing Plus Project and Cumulative Plus Project conditions. Therefore, the project is consistent with the General Plan policy relating to LOS.

- Vehicle Miles Traveled (VMT): VMT is a measurement of travel demand, representing the number of miles traveled by vehicles in some amount of time (e.g., VMT per day or annual VMT). Consistent with state law, the General Plan has adopted VMT standards and requires land use amendments to be evaluated for consistency with these standards. Per the traffic study findings, the project is considered a locally-serving use that does not include any unique characteristics which would draw in regional traffic, or which would prompt longer trips that would lead to a significant increase in VMT. Thus, the project would have a less than significant impact to the transportation system on the basis of project-generated VMT.

Noise: Consistent with the General Plan noise policies and the WRSP Environmental Impact Report (EIR) mitigation measures, an Environmental Noise Assessment was prepared for the project by Bollard Acoustical Consultants, Inc. to ensure the project complies with the sound limits identified in the City's Noise Ordinance (Chapter 9.24). The Environmental Noise Assessment is included as Attachment 3 of Exhibit A – Initial Study. The noise assessment concluded that noise from drive-through operations (e.g., drive-through menu speaker board and vehicle idling/pass-bys) could potentially exceed the applicable nighttime hourly average noise level standards for sensitive receptors (e.g., residential uses) at the southern property line adjacent to the HDR parcel, if the drive-through hours of operation extend into nighttime hours (10:00 p.m. to 7:00 a.m.). Therefore, to comply with the General Plan noise standards, the noise assessment recommends constructing a 10-foot solid noise barrier along the southern property line or limiting the drive-through hours of operation to 7:00 a.m. to 10:00 p.m. The applicant is proposing to limit the hours of operation. The hours of operation and any external amplified sound are regulated by the conditions of approval, as discussed in the Conditional Use Permit evaluation section of this report, which will ensure the project is consistent with the General Plan and Noise Ordinance.

Water: The change in land use from LDR to CC would increase water demand for the site by 1.1 acre feet per year (AF/yr). As discussed in the Initial Study, the City's Environmental Utilities staff determined this to be a de minimis amount of water and concluded there are sufficient water supplies available to allocate the additional water demand. Therefore, the project would not require new or expanded water supply entitlements.

General Plan Amendment, Specific Plan Amendment, and Rezone Conclusion

In conclusion, as discussed above, the proposed GPA, SPA, and Rezone of the property is consistent with the goals and policies of the General Plan, and the proposed land use and zoning designation are appropriate and compatible with the surrounding area.

EVALUATION: DEVELOPMENT AGREEMENT AMENDMENT

Section 19.84.040 of the City of Roseville Zoning Ordinance specifies that recommendations for approval or denial of a Development Agreement (DA), including Amendments, shall include consideration of the following:

1. ***Consistency with the objectives, policies, general land uses and programs specified in the General Plan and the West Roseville Specific Plan;***

2. ***Consistency with the provisions of the City of Roseville Zoning Ordinance;***

3. ***Conformity with the public health, safety and general welfare;***

4. ***The effect on the orderly development of the property or the preservation of property values; and***

5. ***Whether the provisions of the Agreement shall provide sufficient benefit to the City to justify entering into the Agreement.***

Development Agreements (DAs) are binding contracts that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of the covered properties. The project includes a ninth amendment of the Westpark DA, included as Exhibit G. The DA will be amended to reflect the proposed land use change. Items that are not addressed in this amendment are subject to the terms of the original DAs and prior Amendments. City staff has found the proposed DAA to be consistent with the General Plan, WRSP, and the Zoning Ordinance. The DAA is in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values. Therefore, the proposed DAA is consistent with items 1-5 above.

EVALUATION: CONDITIONAL USE PERMIT

Section 19.78.060 of the City of Roseville Zoning Ordinance requires that three findings be made in order to approve a CUP. The three findings are listed below in ***italicized, bold print*** and are followed by an evaluation of the proposal in relation to each finding.

1. ***The proposed use or development is consistent with the City of Roseville General Plan and the West Roseville Specific Plan.***

The project site has an existing land use designation of Low Density Residential (LDR) and is located within the WRSP. The applicant is requesting to amend the land use designation to Community Commercial (CC) to facilitate development of the proposed drive-through coffee kiosk. This use falls under the Zoning Ordinance definition of "fast food with drive-through" use. The General Plan relies on the Zoning Ordinance to determine the appropriate location and design of fast food with drive through

facilities on CC land use sites through the Conditional Use Permit process when contiguous to a residential zoned parcel; therefore, the proposed project is consistent with the General Plan. With approval of the proposed land use amendment and rezone, the proposed drive-through coffee shop will be consistent with the General Plan and the WRSP.

2. The proposed use or development conforms with all applicable standards and requirements of the Zoning Ordinance.

The project includes a Rezone to change the existing zoning designation of the property from Single-Family Residential/Development Standards (R1/DS) to Community Commercial (CC). Fast food with drive through establishments are principally permitted in the CC zoning district. However, the Zoning Ordinance specifies that a CUP is required for this use when contiguous to a property with a residential zoning designation. The property immediately adjacent to the south of the site is an HDR parcel with a zoning designation of Multi-Family Housing (R3), which is classified as a residential zone; thus, the proposed project requires approval of a CUP. The Zoning Ordinance standards relevant to the project are the requirements for approval of a CUP, as discussed herein, commercial zone general development standards, and requirements for off-street parking.

Section 19.12.030 of the Zoning Ordinance identifies general development standards for commercial zones. These standards include compliance with the City's Community Design Guidelines (CDG) and any applicable Specific Plan. This section also identifies maximum building heights for commercial zones. For the proposed CC zone, the maximum building height is 50 feet. The proposed building has a maximum height of 20'-6", which is below the maximum allowable height. Further discussion on the project's compliance with the CDG and the WRSP is contained in the Design Review Permit evaluation section of this report.

Section 19.26.030 of the Zoning Ordinance regulates parking space requirements by use type. The proposed use is classified as a "fast food with drive through" use, which has a parking requirement of one (1) space per 100 square feet of building area. The proposed building is approximately 910 square feet in size, which amounts to a parking requirement of nine (9) off-street spaces. The project proposes a total of thirteen (13) parking spaces, which exceeds the parking requirement. Therefore, the proposed project is consistent with all applicable standards and requirements of the Zoning Ordinance.

3. The location, size, design and operating characteristics of the proposed use or development is compatible with and shall not adversely affect or be materially detrimental to the health, safety, or welfare of persons residing or working in the area, or be detrimental or injurious to public or private property or improvements.

The 910-square-foot building will consist of a single drive-through lane for drive-through orders and a separate walk-up order window. No indoor seating will be provided. The project will include a covered outdoor seating area on the west side of the building that will be approximately 200 square feet in area. The drive-through lane will be screened with a four-foot tall masonry wall. In addition, a six-foot tall masonry wall will be constructed along the southern property line to reduce potential noise impacts and provide screening of the project from the adjacent HDR parcel. Given that the coffee kiosk user is unknown at this time, the proposed operational characteristics and site design are based on the findings and recommendations of the technical studies prepared for the project. These studies include the Environmental Noise Assessment prepared by Bollard Acoustical Consultants and the traffic study prepared by Fehr & Peers. As mentioned, both of these studies are included with the Initial Study prepared for the project (see Attachments 3 and 4 of Exhibit A). Condition #3 of the CUP requires modifications to the operations be approved with a Conditional Use Permit Modification, which will ensure any future user is compatible with and will not adversely affect the surrounding uses.

In regards to noise, the nearest sensitive receptors are the future residents of the undeveloped HDR parcel located immediately south of the site. The nearest existing residents are located approximately 100 feet west of the site, within the residential subdivision across Upland Drive. An existing six-foot tall

masonry sound wall is located along the western side of Upland Drive, behind the landscaping area and sidewalk, for the protection of the residential neighborhood from roadway and other noise.

The noise assessment concluded that noise from drive-through operations (e.g., drive-through menu speaker board and vehicle idling/pass-bys) could potentially exceed the applicable noise level limits when measured at the southern property line adjacent to the HDR site. As such, noise mitigation measures are required in order to comply with the General Plan noise standards, and to ensure impacts are less than significant. The measures consist of limiting the drive-through hours of operation to 7:00 a.m. to 10:00 p.m. Noise from delivery truck loading area activities, delivery truck on-site circulation, and rooftop mechanical equipment is not expected to exceed the noise limits, provided that the requirements identified in WRSP EIR Mitigation Measure 4.5-3 are met (e.g., limiting hours of delivery, orienting rooftop HVAC equipment away from residences). This mitigation measure is included in the Mitigation Monitoring & Reporting Program for the project (see Attachment 1 of Exhibit A). With implementation of the mitigation measures, no impacts to surrounding uses from noise are anticipated. In addition, the conditions of approval for the project require compliance with the mitigation measures and compliance with the City's Noise Regulation standards.

The traffic study evaluated the proposed vehicle access and circulation design. This study was used to determine appropriate driveway spacing, entryway throat depths, drive-through queues, and other elements of access and circulation design for the proposed project. The recommendations made in the traffic study were incorporated into the proposed plans. The project was also reviewed by the City Engineering and City Fire Department staff and was found to comply with refuse service standards and with emergency circulation requirements. The site design provides for appropriate circulation into, out of, and throughout the site. In addition, the drive-through lane provides adequate queuing for vehicles and will not adversely affect the surrounding uses or adjacent roadways. Further discussion on vehicle access and circulation is provided in the Design Review Permit evaluation section of this report.

Based on the proposed operations and with the conditions of approval, staff does not anticipate the use will adversely affect or be materially detrimental to the health, safety, or welfare of persons residing or working in the area, or be detrimental or injurious to public or private property or improvements.

EVALUATION: DESIGN REVIEW PERMIT

Section 19.78.060(B) of the City of Roseville Zoning Ordinance requires four findings of fact be made in order to approve a Design Review Permit. The four findings for approval of the Design Review Permit are listed below and are followed by an evaluation.

1. ***The project as approved preserves and accentuates the natural features of the property, such as open space, topography, trees, wetlands and water courses, provides adequate drainage for the project, and allows beneficial use to be made of the site for development.***
2. ***The project site design as approved provides open space, access, vehicle parking, vehicle, pedestrian and bicycle circulation, pedestrian walks and links to alternative modes of transportation, loading areas, landscaping and irrigation and lighting which results in a safe, efficient, and harmonious development and which is consistent with the applicable goals, policies and objectives set forth in the General Plan, the Community Design Guidelines and the West Roseville Specific Plan.***
3. ***The building design, including the materials, colors, height, bulk, size and relief, and the arrangement of the structures on the site, as approved is harmonious with other development and buildings in the vicinity and which is consistent with the applicable goals, policies and objectives set forth in the General Plan, the Community Design Guidelines and the West Roseville Specific Plan.***
4. ***The design of the public services, as approved, including, but not limited to, trash enclosures and service equipment are located so as not to detract from the appearance of***

the site, and are screened appropriately and effectively using construction materials, colors and landscaping that are harmonious with the site and the building designs.

The evaluation of the Design Review Permit has been based on the applicable development and design standards within the City's Zoning Ordinance, the City's Community Design Guidelines (CDG), and the WRSP. Staff reviewed the proposal for consistency with all applicable standards and found the project to be consistent with the pertinent requirements and guidelines. The following sections of evaluation focus on areas of interest.

Site Planning & Building Siting: The project consists of a 910-square-foot coffee kiosk building with a single drive-through lane. The building will be situated away from the roadways, approximately 70 feet from Pleasant Grove Boulevard and approximately 120 feet from Upland Drive, in order to maximize the stacking distance of the drive-through lane. A walk-up order window will be located along the northern building elevation and an outdoor seating area will be located to the west of the building. The WRSP provides standards and guidelines for streetscapes and project design intent, but defers to the CDG for the evaluation of site planning and building siting. Key guidelines related to site planning and building siting within the CDG include direction to consider the orientation of drive-through lanes and pick-up windows (CC-4). The CDG requires drive-through lanes that are adjacent to the street be screened through the use of low walls and/or landscaping. Consistent with this requirement, the entire length of the drive-through lane will be screened from the adjacent roadways with a four (4)-foot tall masonry wall. A six (6)-foot tall masonry wall will be constructed along the southern property line to provide sound attenuation and further screening of the project from the adjacent HDR parcel.

Vehicle Access & Circulation: The proposed access and circulation was designed based on the recommendations made in the traffic study. Access to the site will be provided by a new 40-foot wide driveway on Pleasant Grove Boulevard that will allow for right-in/right-out turning movements, with two inbound lanes and one outbound lane. A new right-turn deceleration lane will also be provided eastbound on Pleasant Grove Boulevard for vehicles approaching the entrance to the site. The deceleration lane will reduce the likelihood of the drive-through queue impacting traffic on Pleasant Grove Boulevard.

CDG Policy CC-30 requires a minimum of 180 feet of stacking space from the entrance of a drive-through lane to the pick-up window to prevent conflict with other vehicle circulation on the project site. The proposed drive-through lane provides approximately 415 feet of stacking, which is well above the minimum stacking requirement and would accommodate approximately 21 vehicles. City Engineering staff reviewed the vehicle stacking design and determined it to be adequate based on similar drive-through establishments in the City. No impacts from overflow parking or vehicle queuing are anticipated on the adjacent roadways. The project was also reviewed by the City Fire Department staff and was found to comply with emergency circulation requirements.

Parking: Parking for the project is based on the City's Zoning Ordinance parking standard for a fast food with drive through use, which is one (1) space per 100 square feet of building area. The proposed building is 910 square feet; thus, the project is required to provide a total of nine (9) parking spaces. The project proposes a total of thirteen (13) parking spaces, which exceeds the parking requirement. The parking lot is designed with the spaces located in easily accessible areas that would not be impeded by the path of travel from vehicles circulating within the project.

Architecture: The applicant has included conceptual building elevations (see Figure 3 below and Exhibit K). Since the user of the kiosk is unknown at this time, a condition has been added to the Design Review Permit requiring approval of a subsequent Design Review Permit Modification prior to submittal of building permits to revisit the building architecture (Condition #5 of the DRP). This condition also includes a review of the screen wall design along the drive-through lane to ensure it is constructed of materials consistent with the building. The proposed building is rectangular in shape, and is designed with modern elements such as flat roof parapets that vary in height from 16'-6" to 20'-6". The building materials consist of cement plaster painted in a muted green or warm tan color. Cultured stone veneer is used along the base of the building to provide texture to the façade. Additional architectural treatment is provided on the building façade through

the use of windows and steel window awnings. A covered seating area is proposed on the west side of the building.

Figure 3: Conceptual Building Elevations

Trash Enclosures: Current state and local codes updated in 2020 require that restaurants utilize three separate refuse bins for trash, recycling, and organic material. In order to meet the Refuse Division requirements for access to the refuse bins, the enclosures are located near the entrance to the site. The organics enclosure is separate from the trash and recycling enclosure to improve vehicle circulation within the parking area and allow for additional landscape areas around the enclosures.

Landscaping: The property has existing frontage improvements which include 25-foot wide landscape corridors along Pleasant Grove Boulevard and Upland Drive. A majority of the existing landscaping will remain in place; however, some trees will be removed to accommodate the new driveway off of Pleasant Grove Boulevard and the drive-through lane. The project will add new landscaping consisting of a mix of trees, shrubs and groundcover at the driveway entrance, on the project corner, and in the parking lot. Japanese pagoda trees are used in the parking lot area to achieve the City's minimum requirement of 50% shading in parking lots. The project proposes a minimum 5-foot landscape planter along the southern property boundary that will consist of southern live oak and desert willow trees to provide further screening of the drive-through lane from the HDR site. Staff finds the landscape plan meets the intent of the CDG and the WRSP design guidelines, and is also consistent with the City's Water Efficient Landscape Ordinance.

Lighting: A photometric plan was included for the project, which demonstrates consistency with the City's minimum lighting level requirements (0.5 foot-candles in pedestrian areas and 1.0 foot-candles in vehicle areas). The photometric plan is included as Exhibit M. The parking lot lighting will consist of LED pole-mounted lights at an overall height of 24.5 feet. This height complies with CDG Policy CC-90, which requires pole mounted lighting to be no taller than 25 feet. Consistent with CDG Policy CC-86, the lighting sources will have cut off lenses and be located to avoid light spillage and glare on adjacent properties. As such, staff finds the photometric plan is consistent with the CDG.

PUBLIC OUTREACH

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. Early notice of the application was distributed to the Roseville Coalition of Neighborhood Associations (RCONA), and the project was shared at the joint Westpark/Fiddyment Farms Neighborhood Association virtual meeting on January 12, 2021. The neighborhood meeting was attended by approximately 30 people, not including City staff and the

applicant's representatives. Overall, the feedback at the meeting was positive. Questions and comments were focused on the drive-through design, parking lot lighting, and the project's impacts to traffic.

A notice of the public hearing was published in the Roseville Press Tribune on January 29, 2021. A notice of the hearing was also distributed to all property owners within 300 feet of the site, to interested persons who requested such notice, and to the Roseville Coalition of Neighborhood Associations. As of publication of this staff report, staff has received two public comment letters on the project. The letters are included as Attachment 1. The letter from Audrey and Charles Ehrlich is in opposition to the rezone of the site and proposed drive-through use. The letter from Matt Gray is in response to the Initial Study/Mitigated Negative Declaration prepared for the project and is addressed in the Environmental Determination section below.

ENVIRONMENTAL DETERMINATION

As required by the California Environmental Quality Act (CEQA), the City of Roseville, acting as Lead Agency, prepared an Initial Study/Mitigated Negative Declaration to evaluate the environmental effects of the project. The document was released for a 20-day public comment period, which began on January 15, 2021 and ended on February 4, 2021. The document analyzed the potential for environmental impacts due to project implementation and determined that potentially significant impacts related to Biological Resources, Noise, and Tribal Cultural Resources could be reduced to less than significant levels with mitigation. The Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program are included as Exhibit A.

Staff received one comment letter during the 20-day public comment period (included with Attachment 1). The comment letter was submitted by Matt Gray, a resident who lives on Horton Court (to the west of the project site, across Upland Drive). In summary, Mr. Gray assumes the coffee kiosk will be operated by Dutch Bros. and has concerns with the project's impacts to traffic and noise. As mentioned, the coffee kiosk user is unknown at this time. With regards to traffic and noise, staff believes these concerns have been adequately addressed with the evaluation contained in the Initial Study and in this staff report. The letter also claims the traffic study's assessment of the two Dutch Bros. locations is flawed given it was conducted during the COVID-19 pandemic. The data collection was conducted in February 2020 and in November 2020. The traffic study states adjustments were made to the November 2020 data in order to estimate pre-COVID conditions. This was accomplished by applying the a.m. to p.m. peak hour trip generation factor derived from the November 2020 data to the p.m. peak hour trips derived from the February 2020 trip generation data. City Engineering staff reviewed the traffic study and found the findings to be consistent with what has been observed at other existing coffee kiosks in Roseville.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

A. Adopt the **WRSP PCL W-20 – Coffee Shack Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program**;

B. Recommend the City Council approve the **GENERAL PLAN AMENDMENT (LAND USE MAP) – 1875 PLEASANT GROVE BOULEVARD – WRSP PCL W-20 – COFFEE SHACK – FILE #PL20-0142**;

C. Recommend the City Council approve the **SPECIFIC PLAN AMENDMENT (TEXT AND LAND USE MAP) – 1875 PLEASANT GROVE BOULEVARD – WRSP PCL W-20 – COFFEE SHACK – FILE #PL20-0142**;

D. Recommend the City Council adopt the two (2) findings of fact and approve the **REZONE – 1875 PLEASANT GROVE BOULEVARD – WRSP PCL W-20 – COFFEE SHACK – FILE #PL20-0142**;

E. Recommend the City Council approve the **DEVELOPMENT AGREEMENT AMENDMENT – 1875 PLEASANT GROVE BOULEVARD – WRSP PCL W-20 – COFFEE SHACK – FILE #PL20-0142**;

F. Adopt the three (3) findings of fact and approve the **CONDITIONAL USE PERMIT – 1875 PLEASANT GROVE BOULEVARD – WRSP PCL W-20 – COFFEE SHACK – FILE #PL20-0142** subject to six (6) conditions of approval; and

G. Adopt the four (4) findings of fact and approve the **DESIGN REVIEW PERMIT – 1875 PLEASANT GROVE BOULEVARD – WRSP PCL W-20 – COFFEE SHACK – FILE #PL20-0142** subject to seventy-four (74) conditions of approval.

CONDITIONS OF APPROVAL FOR THE CONDITIONAL USE PERMIT – FILE #PL20-0142

1. The Conditional Use Permit 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)

2. This Conditional Use Permit approval shall be effectuated within a period of two (2) years from **February 11, 2021** and if not effectuated shall expire on **February 11, 2023**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **February 11, 2024**. (Planning)

3. The project is approved as identified and shown in Exhibits B—O, and as conditioned or modified below. Any modifications to the operations shall require approval of a Conditional Use Permit Modification. (Planning)

4. The project shall comply with all required environmental mitigation identified in the WRSP PCL W-20 Coffee Shack Initial Study/Mitigated Negative Declaration (included as Exhibit A), and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)

5. Hours of operation shall be limited to 7:00 a.m. to 10:00 p.m. to comply with the noise study recommendations. (Planning)

6. Operations shall be consistent with the City's Noise Regulation standards (Roseville Municipal Code Chapter 9.24). (Planning)

CONDITIONS OF APPROVAL FOR THE DESIGN REVIEW PERMIT – FILE #PL20-0142

1. The Design Review Permit 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)

2. This Design Review Permit approval shall be effectuated within a period of two (2) years from **February 11, 2021** and if not effectuated shall expire on **February 11, 2023**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **February 11, 2024**. (Planning)

3. The project is approved as shown in Exhibits B—O, and as conditioned or modified below. (Planning)

4. The project shall comply with all required environmental mitigation identified in the WRSP PCL W-20 Coffee Shack Initial Study/Mitigated Negative Declaration (included as Exhibit A), and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)

5. A Design Review Permit Modification shall be required prior to submittal of building permits to review the building architecture and design, and to review the design of the screen wall along the drive-through lane (Planning)

6. The project shall be addressed as 1875 Pleasant Grove Bl. All projects with multi-tenants or buildings must submit a site plan with building footprint(s) to the Development Services Department (Business Services – Addressing) for building/suite addressing. (Business Services)

7. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. Project billing may occur up to two (2) months after the end of warranty or the Notice of Termination date for the SWPPP, whichever occurs later. (Engineering, Environmental Utilities, Electric, Finance)

8. The design and construction of all improvements shall conform to the Design and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)

9. The applicant shall not commence with any on-site improvements or improvements within the right-of-way until such time as grading and/or improvement plans have been submitted for review and are approved with grading and/or encroachment permits issued by the Department of Development Services – Engineering Division. (Engineering)

10. The approval of this project does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. The Developer shall submit civil drawings to the Department of Development Services – Engineering Division for review and approval. (Engineering)

PRIOR TO ISSUANCE OF BUILDING PERMITS:

11. Parking lot design shall conform to the City's design standards, including the following minimum standards for parking stalls:

    a. All parking stalls shall be double-striped. Parking stalls adjacent to sidewalks, landscaped areas or light fixtures, and all Accessible stalls shall abut a 6-inch raised curb or concrete bumper. (Planning)

    b. Standard – 9 feet x 18 feet; Compact – 9 feet x 16 feet; Accessible – 14 feet x 18 feet (a 9-foot-wide parking area plus a 5-foot-wide loading area) and a minimum of one (1) parking space shall be Accessible van accessible – 17 feet x 18 feet (9-foot-wide parking area plus an 8-foot-wide loading area). (Planning)

    c. An 'exterior routes of travel' site accessibility plan incorporating slope, cross-slope, width, pedestrian ramps, curb ramps, handrails, signage, detectable warnings or speed limit signs or equivalent means shall comprise part of the site improvement plans submitted to City for review, prior to building plan check approvals. This site accessibility plan shall also include:

        i. Accessible parking stalls shall be dispersed and located closest to accessible entrances. The total number of accessible parking spaces shall be established by Table 11B-208.2 of the CBC.

        ii. Accessible Parking spaces and crosswalks shall be signed, marked and maintained as required by Chapter 11 of the CBC.

        iii. Accessible parking and exterior route of travel shall comply with CBC, Sections 11B-206 and 11B-208. (Building)

12. Signs and/or striping shall be provided on-site as required by the Planning Department to control on-site traffic movements. Parking lot striping and signage shall be maintained in a visible and legible manner. (Planning)

13. The plans submitted to the Building Division for permits shall indicate all approved revisions/alterations as approved by the Commission including all conditions of approval. (Planning)

14. The project Landscape Plans shall comply with the following:

    a. The Landscape Plan shall indicate the location of, and be designed to avoid conflicts with, all pole-mounted light fixtures and utility equipment including (but not limited to) electric transformers, switchgear, and overhead lines; backflow preventers; fire department connections; and public water, sewer, and storm drain facilities. (Planning, Fire, Environmental Utilities, Electric, Engineering)

    b. The tree plantings in the parking lot shall be designed to provide a minimum of 50% shade coverage after 15 years. (Planning)

    c. At a minimum, landscaped areas not covered with live material shall be covered with a rock, (3") bark (no shredded bark) or (3") mulch covering. (Planning)

    d. The landscape plan shall comply with the Landscape Guidelines for West Roseville Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning, Environmental Utilities)

    e. All landscaping in areas containing electrical service equipment shall conform to the Electric Department's Landscape Requirements and Work Clearances as outlined in Section 10.00 of the Departments "Specification for Commercial Construction." (Electric)

    f. Slopes within landscape planters shall be no more than 3:1. A two-foot flat bench located at back-of-walk shall be included in the landscape area to slow or allow absorption of nuisance run-off from the planters. (Parks, Recreation, and Libraries)

    g. All landscaping shall conform to the standards of crime prevention through environmental design with the intent to create natural surveillance, controlling access, and territorial reinforcement to property boundaries. (Police)

15. Any roof-mounted equipment and satellite dishes proposed shall be shown on the building plans. The equipment shall be fully screened from public streets and the surrounding properties. (Planning)

16. A separate Architectural Site Accessibility Plan which details the project's site accessibility information as required by California Title 24, Part 2 shall be submitted as part of the project Building Permit Plans. (Building)

17. For Multiple Building Complexes: As part of the required Architectural Site Accessibility Plan, the developer shall delineate the extent of the site accessibility improvements being installed as part of the initial improvements for the project, and those that are planned to be developed as part of subsequent phases (i.e. around future pad buildings). (Building)

18. Building permit plans shall comply with all applicable code requirements (California Building Code – CBC – based on the International Building Code, California Green Building Standards Code–CGBSC, California Mechanical Code – CMC – based on the Uniform Mechanical Code, California Plumbing Code – CPC – based on the Uniform Plumbing Code, California Fire Code – CFC – based on the International Fire Code – with City of Roseville Amendments – RFC, California Electrical Code – CEC – based on the National Electrical Code, and California Energy Standards – CEC T-24 Part 6), California Title 24 and the American with Disabilities Act - ADA requirements, and all State and Federally mandated requirements in effect at the time of submittal for building permits (contact the Building Division for applicable Code editions). (Building)

19. For restaurants and other food services: The developer shall obtain all required approvals and permits from the Placer County Health Department and the City of Roseville Industrial Waste Division. (Building, Environmental Utilities)

20. Maintenance of copy of building plans: Health and Safety Code section 19850 requires the building department of every city or county to maintain an official copy of the building plans for the life of the building. As such, each individual building shall be submitted as a separate submittal package. Building plan review, permit issuance and archiving is based on each individual building address. (Building)

21. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to Public Works prior to approval of any plans. (Engineering)

22. The Improvement Plans shall include a complete set of Landscape Plans. The Landscape Plans shall be approved with the Improvement Plans. (Planning, Engineering, Fire, Environmental Utilities, Electric)

23. A note shall be added to the grading plans that states:

    *"Prior to the commencement of grading operations, the contractor shall identify the site where the **excess/borrow** earthen material shall be imported/deposited. If the **borrow/deposit** site is within the City of Roseville, the contractor shall produce a report issued by a geotechnical engineer to verify that the exported materials are suitable for the intended fill, and shall show proof of all approved grading plans. Haul routes to be used shall be specified."* (Engineering)

24. The applicant shall dedicate all necessary rights-of-way or Public Utility Easement for the widening of any streets or transfer of public utilities across and over any portion of the property as required with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Engineering)

25. Bike parking and clean air vehicle spaces shall be provided per the California Green Building Standards. Bike rack/locker design and location shall be approved by Alternative Transportation. Clean air parking stall markings are to be marked as "CLEAN AIR/CARPOOL/EV". Do not use "Vanpool". (Alternative Transportation, Building).

26. All storm drainage, including roof drains, shall be collected on site and treated with Best Management Practices (BMP's) per the City's Stormwater Quality Design Manual. All storm water shall be routed to the nearest existing storm drain system or natural drainage facility. Drain outfalls shall extend down to the receiving water and shall be constructed with adequate velocity attenuation devices. The grading/improvement plans for the site shall be accompanied with a shed map that defines that area tributary to this site and all drainage facilities shall be designed to accommodate the tributary flow. The storm drain system and proposed BMP's shall be privately owned and maintained by the property owner. Prior to the issuance of any permits, the owner shall provide a plan for the maintenance of the proposed BMP's. (Engineering)

27. Prior to the approval of the Improvement Plans, the project proponent shall provide proof of preparation and submittal of a Storm Water Pollution Prevention Plan (SWPPP) to the Regional Water Quality Control Board (RWQCB). Proof shall be in the form of the Waste Discharge Identification Number (WDID#), provided to the applicant from RWQCB, placed on the coversheet of the improvement plans. Upon approval of the improvement plans, a copy of the SWPPP shall be required onsite and available for viewing by City inspection staff upon request. (Engineering)

28. The developer shall be responsible for any necessary relocation of signal interconnect cables that may require re-location as a result of the construction of turn lanes and/or driveways. (Engineering)

29. To ensure that the design for any necessary widening, construction, or modifications of Public Streets does not conflict with existing dry utilities generally located behind the curb and gutter, and prior to the submittal of design drawings for those frontage improvements, the project proponent shall have the existing dry utilities pot holed for verification of location and depth. (Engineering)

30. Sight distances for all driveways shall be clearly shown on the improvement plans to verify that minimum standards are achieved. It will be the responsibility of the project proponent to provide appropriate landscaping and improvement plans, and to relocate and/or modify existing facilities as needed to meet these design objectives. (Engineering)

31. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During plan check of the improvement plans and/or during inspection, Public Works will designate the exact areas to be reconstructed. Any existing public facilities damaged during the course of construction shall be repaired by the property owner and at the property owner's expense, to the satisfaction of the City. (Engineering)

32. 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)

33. Prior to the issuance of building permits, the property owner shall pay into the following fee programs: Citywide Drainage Fee, Citywide Traffic Mitigation Fee (TMF), Highway 65 Joint Partners Association (JPA), South Placer Regional Transportation Authority (SPRTA), and City/County Fee. (Engineering)

34. Prior to issuance of a building permit, the property owner shall pay the WRSP Transit Shuttle Service Fee per the Development Agreement Section 3.15.14. (Alternative Transportation).

35. 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)

36. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

37. Water and sewer infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards and shall include:

    a. Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12 feet unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.

    b. Water, sewer and recycled mains shall not exceed a depth of 12 feet below finished grade, unless authorized in these conditions of approval.

    c. All sewer manholes shall have all-weather, 10-ton vehicle access unless otherwise authorized by these conditions of approval. (Environmental Utilities)

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. Trash enclosures, recycling areas, and enclosure approaches shall be designed to current Refuse Division specifications, the materials and colors shall match the building, and the location of such facilities shall be reviewed and approved by the Refuse Division, Planning and the Fire Department. The enclosure must have inside dimensions of 12 feet wide and 9 feet deep and be built to the specifications of the Solid Waste Department's Enclosure Description. (Refuse, Planning, Fire)

40. Access to trash enclosures shall have an inside turning radius of 25 feet and an outside turning radius of 45 feet must be maintained to allow the refuse truck access to and from the enclosure. Enclosures must have a clear approach of 65 feet in front of the enclosure to allow servicing bins. (Refuse)

41. A trash enclosure and recycling enclosure is required for each building and each tenant, otherwise, the building owner is responsible for the trash service. (Refuse)

42. The design and installation of all fire protection equipment shall conform to the California Fire Code and the amendments adopted by the City of Roseville, along with all standards and policies implemented by the Roseville Fire Department. (Fire)

43. The applicable codes and standards adopted by the City shall be enforced at the time construction plans have been submitted to the City for permitting. (Fire)

44. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:

    a. one (1) set of improvement plans

    b. load calculations

    c. electrical panel one-line drawings

45. All on-site external lighting shall be installed and directed to have no off-site glare. Lighting within the parking areas and pedestrian walkways shall provide a maintained minimum of one (1) foot-candle, and 0.5 foot-candle of light, respectively. All exterior light fixtures shall be vandal resistant. (Planning, Police)

46. The parking lot shall have properly posted signs that state the use of the parking area is for the exclusive use of employees and customers of this project. (See California Vehicle Code Sections 22507.8, 22511.5, 22511.8, 22658(a), and the City of Roseville Municipal Code Section 11.20.110). The location of the signs shall be shown on the approved site plan. (Planning, Police)

47. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

DURING CONSTRUCTION & PRIOR TO ISSUANCE OF OCCUPANCY PERMITS:

48. Any backflow preventers visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventers shall be screened with landscaping and shall comply with the following criteria:

    a. There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventer to the landscaping.

    b. For maintenance purposes, the landscaping shall only be installed on three sides and the plant material shall not have thorns.

c. The control valves and the water meter shall be physically unobstructed.

d. The backflow preventer shall be covered with a green cover that will provide insulation. (Planning, Environmental Utilities)

49. The following easements shall be provided by separate instrument and shown on the site plan, unless otherwise provided for in these conditions:

    a. A 12.5-foot-wide public utilities easement along all road frontages.

    b. Water, sewer, and reclaimed water easements.

    c. Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)

50. Easement widths shall comply with the City's Improvement Standards and Construction Standards. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor. All existing public utility, electric, water, sewer and reclaimed water easements shall be maintained unless otherwise authorized by these conditions of approval. (Public Works, Environmental Utilities, Electric)

51. Inspection of the potable water supply system on new commercial/industrial/office projects shall be as follows:

    a. The Environmental Utilities Inspector will inspect all potable water supply up to the downstream side of the backflow preventer.

    b. The property owner/applicant shall be responsible for that portion of the water supply system from the backflow preventer to the building. The builder/contractor shall engage a qualified inspector to approve the installation of this portion of the water supply. The Building Division will require from the builder/contractor, a written document certifying that this portion of the potable water supply has been installed per improvement plans and in accordance with the Uniform Plumbing Code. This certificate of compliance shall be submitted to the Building Division before a temporary occupancy or a building final is approved.

    c. The building inspectors will exclusively inspect all potable water supply systems for the building from the shutoff valve at the building and downstream within the building. (Building, Environmental Utilities)

52. All improvements being constructed in accordance with the approved grading and improvement plans shall be accepted as complete by the City. (Engineering)

53. The words "traffic control appurtenances" shall be included in the list of utilities allowed in public utilities easements (PUE's) located along public roadways. (Engineering)

54. Water, sewer and reclaimed water shall be constructed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. (Environmental Utilities)

55. All water backflow devices shall be tested and approved by the Environmental Utilities Department. (Environmental Utilities)

56. **Restaurants or other Food Service Establishment (FSE).** The applicant shall design for installation and/or install an exterior grease interceptor if the proposed business could potentially discharge substances containing fats, oils and grease (FOG) into the sewer system. The grease

interceptor shall be adequate to separate and remove FOG contained in the wastewater from FSE's prior to discharge to the public sewer. (Environmental Utilities)

57. In the event an exterior grease interceptor cannot be installed due to space limitation, the developer shall install a grease trap, per City Standards, that will mechanically separate the FOG contained in the wastewater from the FSE prior to discharge to the public sewer. (Environmental Utilities)

58. Pursuant to the Municipal Code, the applicant shall apply for and obtain a FOG waste discharge permit (FOG WDP) from the Environmental Utilities Industrial Waste Division prior to occupancy or prior to discharging waste to the public sewer. The applicant shall submit information required by the Environmental Utilities Department for evaluation, including but not limited to: site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, FOG control device, grease interceptor or other pretreatment equipment and appurtenances by size, location and elevation. Additional information related to the applicant's business operations and potential discharge may be requested to properly evaluate the FOG WDP application. (Environmental Utilities)

59. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)

60. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. (Electric)

61. 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)

62. All electric metering shall be directly outside accessible. This can be accomplished in any of the following ways:

    a. Locate the metered service panel on the outside of the building.

    b. Locate the metered service panel in a service room with a door that opens directly to the outside. The developer will be required to provide a key to the door for placement in a lock box to be installed on the outside of the door. Any doors leading from the service room to other areas of the building shall be secured to prohibit unauthorized entry. (Electric)

63. One ¾-inch conduit with a 2-pair phone line shall be installed from the building's telephone service panel to the meter section of the customer's electrical switchgear or panel. (Electric)

64. It is the responsibility of the developer to ensure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

OTHER CONDITIONS OF APPROVAL:

65. Signs shown on the elevations are not approved as part of the Design Review Permit. A Sign Permit is required for all project signs. (Planning)

66. Following the installation of the landscaping, all landscape material shall be maintained in a healthy and weed-free condition; dead plant material shall be replaced immediately. All trees shall be maintained and pruned in accordance with the accepted practices of the International Society of Arboriculture (ISA). (Planning)

67. The City reserves the right to restrict vehicle turning movements within the public right-of-way in the future if deemed necessary by the City Engineer. (Engineering)

68. The required width of fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Minimum required widths and vertical clearances established by the Fire Code shall be maintained at all times during construction. Closure of accesses for fire apparatus by gates, barricades and other devices shall be prohibited unless approved by the Fire Chief. (Fire)

69. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)

70. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor or person responsible for the building permit must notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable of not and if site remediation is required. (Fire)

71. The location and design of the gas service shall be determined by PG&E. The design of the gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)

72. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance, project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday, provided that all construction equipment shall be fitted with factory installed muffling devices and be maintained in good working order. (Building)

73. The developer (or designated consultant) shall certify that the building foundation location has been placed according to all approved setback requirements shown on the approved site plan. The developer shall prepare a written statement confirming building placement and provide an original copy to the City Building Division Field Inspector at the time of or prior to the foundation inspection. (Building)

74. Prior to Certificate of Occupancy, the applicant may apply for a Temporary Certificate of Occupancy (TCO) of the building. If a TCO is desired, the applicant must submit a written request to the Building Division a minimum of thirty (30) days prior to the expected temporary occupancy date and shall include a schedule for occupancy and a description of the purpose for the Temporary Certificate of Occupancy. (Building)

ATTACHMENTS

1. Public Comments

EXHIBITS

A. Initial Study/Mitigated Negative Declaration
B. GPA Exhibit
C. SPA Exhibit
D. Rezone Exhibit
E. General Plan Land Use Map Amendment
F. WRSP Change Pages
G. Ninth Amendment of the Westpark DA
H. Site Plan
I. Preliminary Grading Plan
J. Preliminary Utility Plan

K. Conceptual Elevations and Details
L. Preliminary Landscape Plan
M. Photometric Plan
N. Water Quality Plan
O. Offsite Sewer Exhibit

Note to Applicant and/or Developer: Please contact Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.

NOTE: Exhibits A-G are not included as part of CC Attachment 1 (Planning Commission Staff Report) because they are already included as attachments/ exhibits to the March 17, 2021 City Council Communication.

PC ATTACHMENT 1

From: Chuck & Audrey
To: Shallow, Kinarik
Cc: Chuck & Audrey; Ginny Starr; Wayne Waggoner; lindarossier@gmail.com; glee7311@sbcglobal.net
Subject: Coffee Shack proposal Pleasant Grove Blvd Roseville
Date: Thursday, January 21, 2021 1:48:15 PM
Importance: High

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

TO: Kinarik Shallow, Associate Planner
FROM: Audrey & Charles Ehrlich

We oppose the rezoning all and anything involved with the Project Title/File # WRSP PCL W-20 Coffee Shack on 1875 Pleasant Grove Blvd, Roseville,CA.

Chuck & I have lived at 2104 Benton Loop in the Pulte Active Adult Community, The Club at Westpark for 11 years. We know we back up to Pleasant Grove and close to Upland Road. We were reluctant, but expecting more homes build in that site. The entire Westpark Community is residential. We were shocked to see this proposal for a drive thru coffee shack. We deeply oppose a change to rezone any area in our single-family residential community to a commercial site, but especially a drive thru anything is appalling.We see the lines and traffic at a like minded business,Starbucks close to Fiddyment and Pleasant Grove Blvd..

The project owner, Chris Winter of Pulte Home Company better put his idea somewhere else. Please do not vote for this. Keep the area Low Density single family residential or leave it empty. We say NO!
Audrey & Charles Ehrlich

From: Matt
To: Shallow, Kinarik
Subject: WRSP PCL W-20 Coffee Shack File PL20-0142
Date: Thursday, January 21, 2021 8:29:42 PM

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Kinarik Shallow

Good evening Mr. Shallow I am emailing you regarding the proposed Coffee Shack File; #PL20-0142. The land was originally slated for low density residential and the current proposal is a commercial coffee shop, which through the plans appears to be a Dutch Brothers. First I would like to relate that I am a fan and customer of Dutch Brothers. I have always found the individual establishments to be giving and caring to the communities in which they operate in. However, I would like to share some concerns and reveal some of the issues that could, and most certainly will, occur when this business is placed in close proximity to a residential area.

The perspective I will be sharing with you will be from my observations as a public safety official in the City of Woodland, which is home to 3 Dutch Brothers locations. The method of operation of the 3 locations in Woodland are on par with the locations within the City of Roseville.

1. Each of the Dutch Brothers locations attract high density vehicular, bicycle and pedestrian traffic. The reason this is such a concern is due to the location that is being considered. Pleasant Grove Blvd is a major thoroughfare which is heavily traveled at all hours of the day and night. This area of Pleasant Grove Blvd is more like a freeway. During my 9 years of living in this area, I have witnessed little to no police speed enforcement, numerous collisions due to excessive speed as well as DUI collisions. Obviously due to these road conditions it is very concerning that the City of Roseville is entertaining the idea of permitting a business that attracts a high density population at this parcel.

2. All Dutch Brothers locations play loud music of various genres during the operating hours. The reason this is an issue is due to the close proximity to Horton Court. From my residence, with all doors and windows closed I can hear the sound of a car door closing from a parked car on Upland Dr. Dutch Brothers is also a frequent meet up location for car racing meet up clubs. Numerous car clubs advertise meet ups at Dutch Brothers via social media. This will also bring loud and unwanted noise to the area in the evening hours. Also, vehicles in the drive-thru are known to exhibit loud music and often times modified exhaust systems on their vehicles

3. The speed survey is from 5 years ago and the population of West Park has substantially grown each year.
4. The assessment of the other Dutch Brothers location is flawed. It was conducted during a pandemic where numbers are lower and pedestrian visitors were substantially lower due to schools not being in service and calls for social distancing during stay at home orders.

These issues might seem small if the location being considered on a parcel near the intersection of Pleasant Grove Blvd and Fiddyment Road. However the consideration of placing this establishment directly behind a residential area magnifies these issues and will have a large and direct impact on the nearby residents. Your decision of approving the change from low density residential to a busy, vibrant and loud commercial business will have an irreversible negative impact of the quality of life of nearby residents. I believe it is irresponsible for the City of Roseville to approve this use of the land based on the information provided.

If you have questions or would like to discuss in greater detail please contact me. I would also encourage you to access police calls for service at the numerous locations of Dutch Brothers from the surrounding region.

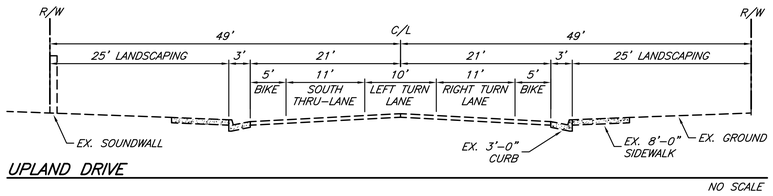
I greatly look forward to making neighboring residents aware of the negative repercussions of the City of Roseville's decision making during public comment

Respectfully submitted,

Matt Gray
Horton Court, Roseville CA
916-871-7123

Sent from my iPhone

PC EXHIBIT H



PRELIMINARY SITE PLAN

PARCEL W20 COFFEE SHOP

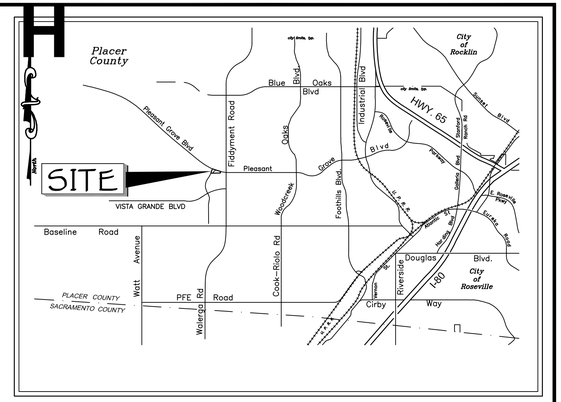
LOT 15 OF WESTPARK PHASE 1 LARGE LOT MAP
AA MAPS 4

City of Roseville, State of California

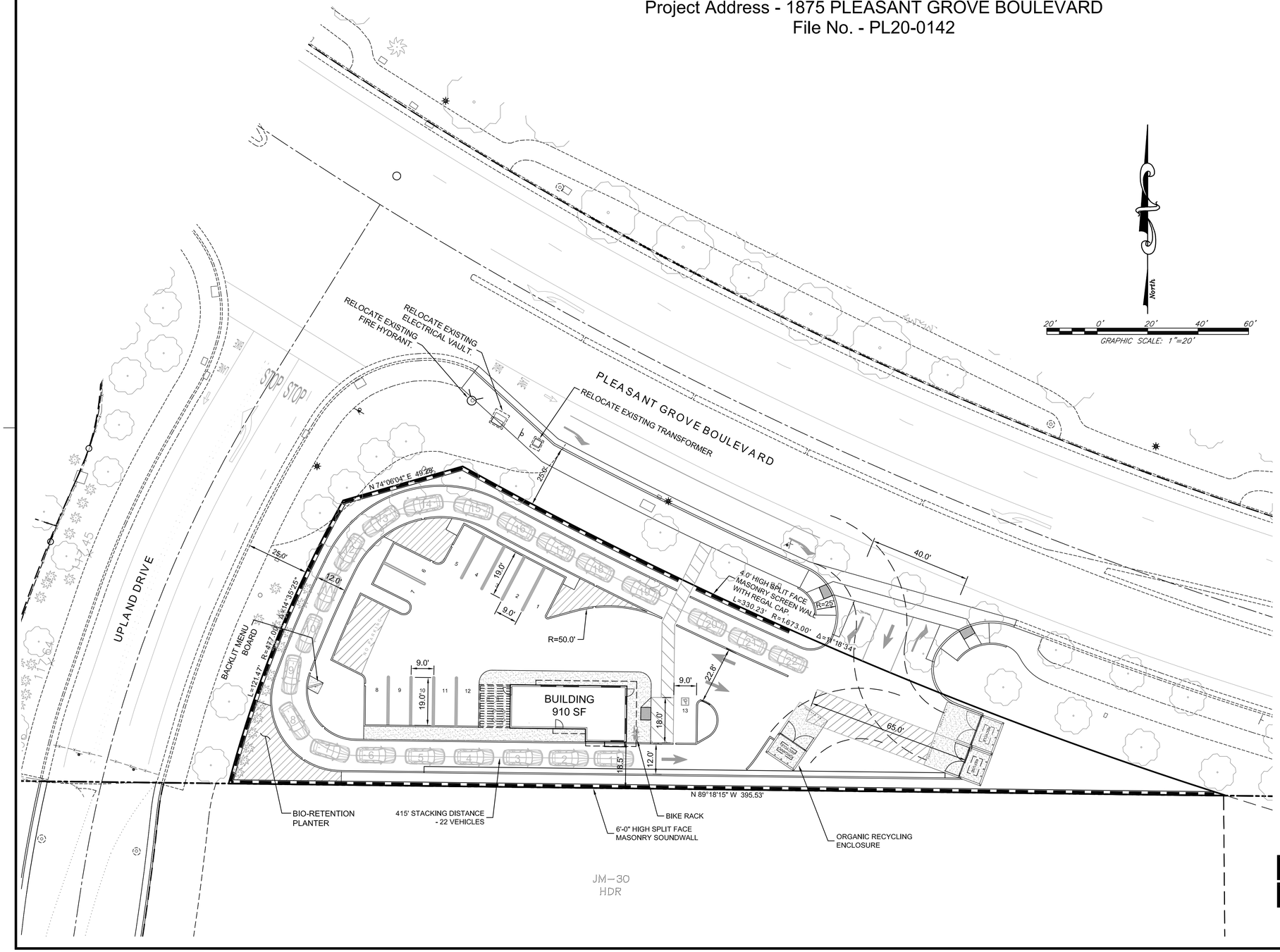
OCTOBER, 2020

BAKER WILLIAMS ENGINEERING GROUP

Project Address - 1875 PLEASANT GROVE BOULEVARD
File No. - PL20-0142



VICINITY MAP



BUILDING SIZE
910 SQUARE FEET

PARKING:
PARKING REQUIRED: 9 (1 STALL PER 100 S.F.)
PARKING PROVIDED: 13

OWNER:
PULTE HOME COMPANY, LLC
4511 WILLOW ROAD
PLEASANTON, CA 94588
PH. (949) 279-9409

DEVELOPER:
MOURIER INVESTMENTS, LLC
1430 BLUE OAKS BOULEVARD, SUITE 190
ROSEVILLE, CA 95747
PH. (916) 969-2842

ENGINEER:
BAKER-WILLIAMS ENGINEERING GROUP
6020 RUTLAND DRIVE, SUITE 19
CARMICHAEL, CALIFORNIA 95608
PH. (916) 331-4336

ASSESSOR'S PARCEL NUMBER:
017-152-018

ACREAGE:
0.597 ACRES 26,788 S.F.

PROPOSED IMPROVEMENTS:
AS REQUIRED BY THE CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS

PROPOSED USE:
DRIVE-THRU COFFEE SHOP

EXISTING USE:
VACANT LAND

EXISTING GENERAL PLAN:
LDR

PROPOSED GENERAL PLAN:
CC

EXISTING SPECIFIC PLAN:
LDR

PROPOSED SPECIFIC PLAN:
CC

EXISTING ZONING:
R1\DS

PROPOSED ZONING:
CC

SEWER:
CITY OF ROSEVILLE

WATER SUPPLY:
CITY OF ROSEVILLE

DRAINAGE:
CITY OF ROSEVILLE

FIRE PROTECTION:
CITY OF ROSEVILLE

SCHOOL DISTRICT:
ROSEVILLE SCHOOL DISTRICT

PARK DISTRICT:
ROSEVILLE PARKS DISTRICT

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(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com ~ www.bwengineers.com

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2001012--W--20--PREL SITE PLAN

PC EXHIBIT I

PRELIMINARY GRADING PLAN

PARCEL W20 COFFEE SHOP

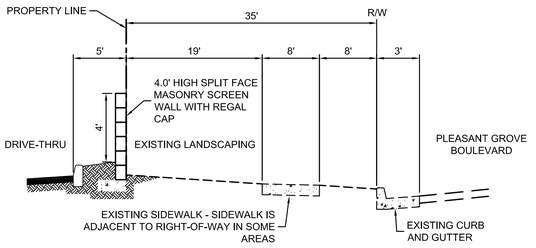
LOT 15 OF WESTPARK PHASE 1 LARGE LOT MAP
AA MAPS 4

City of Roseville, State of California

OCTOBER, 2020

BAKER WILLIAMS ENGINEERING GROUP

Project Address - 1875 PLEASANT GROVE BOULEVARD
File No. - PL20-0142



SECTION A-A

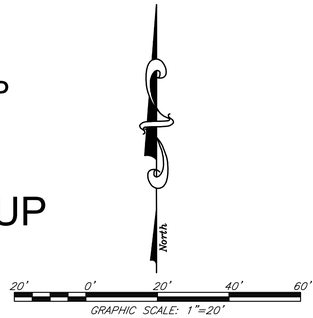
NO SCALE

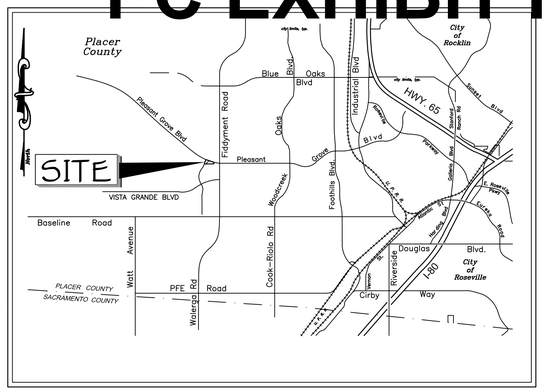
SECTION B-B

NO SCALE

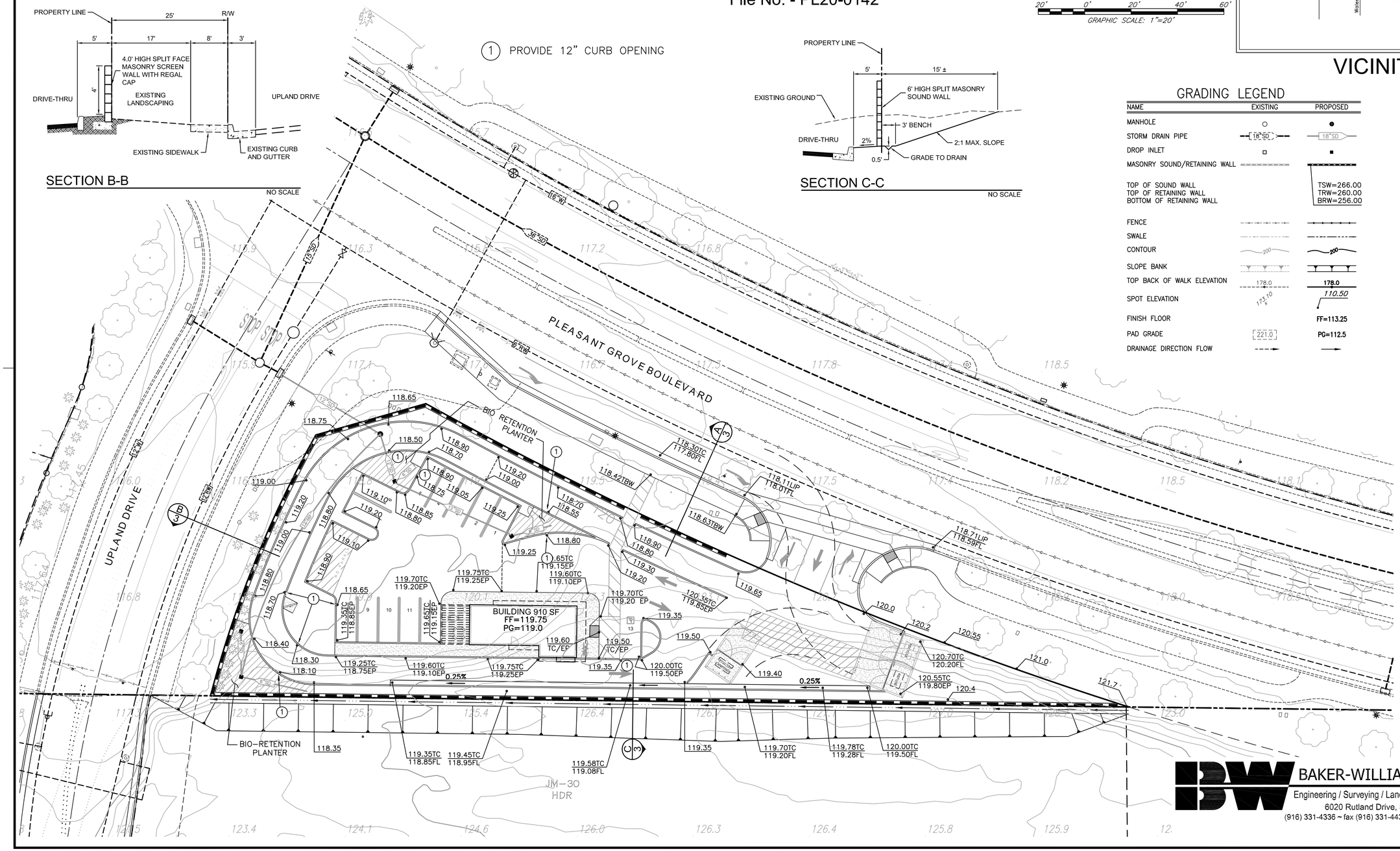
SECTION C-C

NO SCALE





VICINITY MAP



GRADING LEGEND

NAME	EXISTING	PROPOSED
MANHOLE	○	●
STORM DRAIN PIPE	18"SD	18"SD
DROP INLET	□	■
MASONRY SOUND/RETAINING WALL		
TOP OF SOUND WALL TOP OF RETAINING WALL BOTTOM OF RETAINING WALL		TSW=266.00 TRW=260.00 BRW=256.00
FENCE		
SWALE		
CONTOUR	200	200
SLOPE BANK		
TOP BACK OF WALK ELEVATION	178.0	178.0
SPOT ELEVATION	173.10	110.50
FINISH FLOOR		FF=113.25
PAD GRADE	221.0	PG=112.5
DRAINAGE DIRECTION FLOW		

OWNER:
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DEVELOPER:
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PH. (916) 331-4336

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PROPOSED GENERAL PLAN:
CC

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PROPOSED SPECIFIC PLAN:
CC

EXISTING ZONING:
R1\DS

PROPOSED ZONING:
CC

SEWER:
CITY OF ROSEVILLE

WATER SUPPLY:
CITY OF ROSEVILLE

DRAINAGE:
CITY OF ROSEVILLE

FIRE PROTECTION:
CITY OF ROSEVILLE

SCHOOL DISTRICT:
ROSEVILLE SCHOOL DISTRICT

PARK DISTRICT:
ROSEVILLE PARKS DISTRICT

TOTAL AREA = 26,005 SF
PERVIOUS AREA= 6,300 SF

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2001012-W-20-PREL GRAD

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PC EXHIBIT J

PRELIMINARY UTILITY PLAN

PARCEL W20 COFFEE SHOP

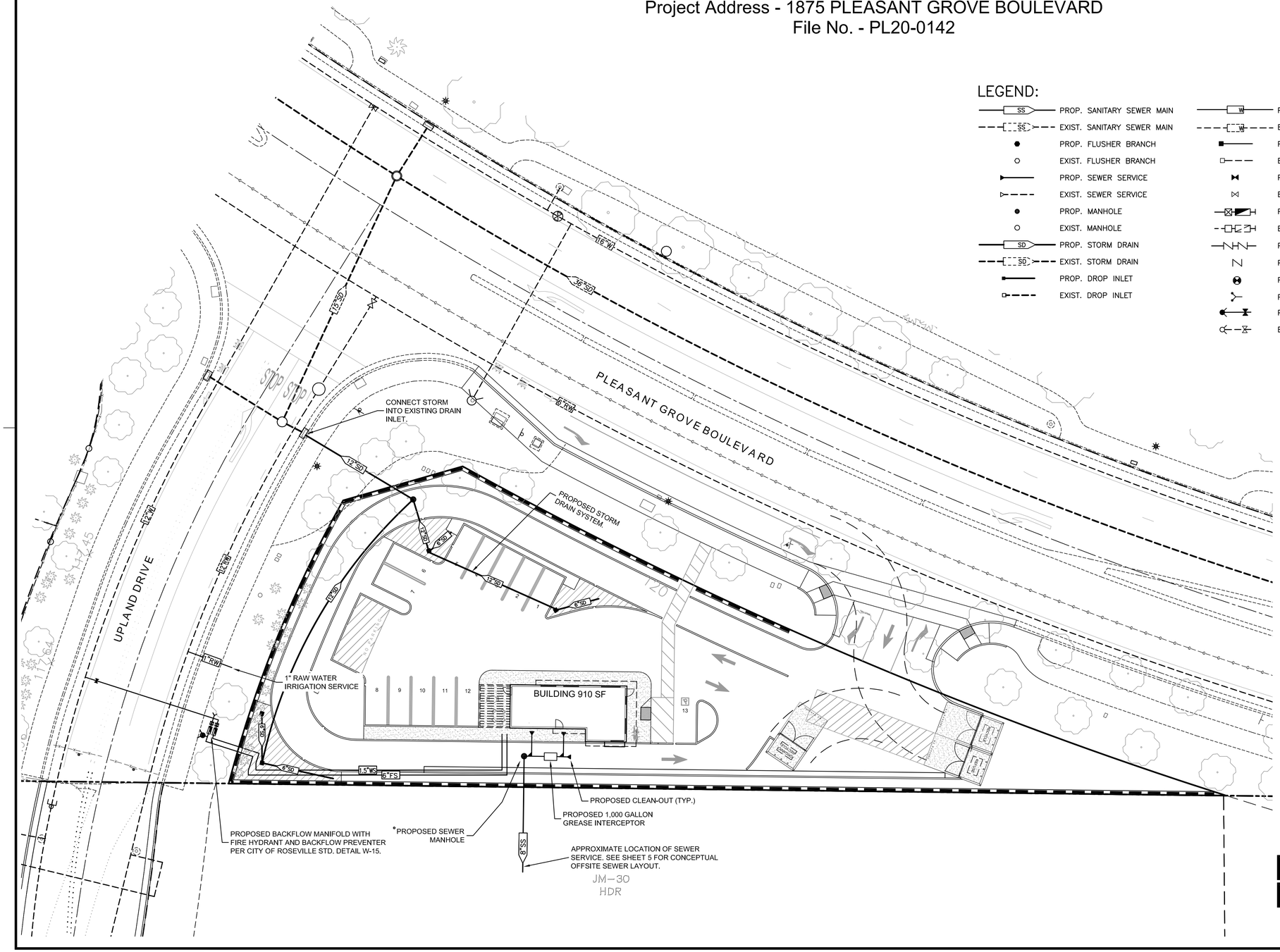
LOT 15 OF WESTPARK PHASE 1 LARGE LOT MAP
AA MAPS 4

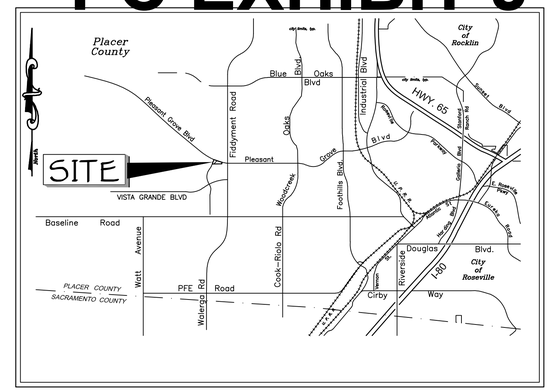
City of Roseville, State of California

OCTOBER, 2020

BAKER WILLIAMS ENGINEERING GROUP

Project Address - 1875 PLEASANT GROVE BOULEVARD
File No. - PL20-0142

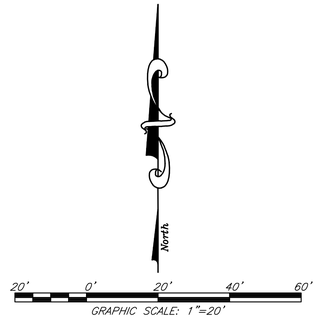




VICINITY MAP

LEGEND:

SS	PROP. SANITARY SEWER MAIN
SS	EXIST. SANITARY SEWER MAIN
	PROP. FLUSHER BRANCH
	EXIST. FLUSHER BRANCH
	PROP. SEWER SERVICE
	EXIST. SEWER SERVICE
	PROP. MANHOLE
	EXIST. MANHOLE
SD	PROP. STORM DRAIN
SD	EXIST. STORM DRAIN
	PROP. DROP INLET
	EXIST. DROP INLET
W	PROP. WATER MAIN
W	EXIST. WATER MAIN
	PROP. WATER SERVICE
	EXIST. WATER SERVICE
	PROP. WATER VALVE
	EXIST. WATER VALVE
	PROP. WATER METER AND REDUCED PRESSURE DEVICE
	EXIST. WATER METER AND REDUCED PRESSURE DEVICE
	PROP. DOUBLE DETECTOR CHECK VALVE
	PROP. CHECK VALVE
	PROP. POST INDICATOR VALVE
	PROP. FIRE DEPARTMENT CONNECTION
	PROP. FIRE HYDRANT ASSEMBLY
	EXIST. FIRE HYDRANT ASSEMBLY



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EXISTING GENERAL PLAN:
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PROPOSED GENERAL PLAN:
CC

EXISTING SPECIFIC PLAN:
LDR

PROPOSED SPECIFIC PLAN:
CC

EXISTING ZONING:
R1\DS

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PC EXHIBIT K

ELEVATIONS AND DETAILS

PARCEL W20 COFFEE SHOP

LOT 15 OF WESTPARK PHASE 1 LARGE LOT MAP
AA MAPS 4

City of Roseville, State of California

OCTOBER, 2020

BAKER WILLIAMS ENGINEERING GROUP

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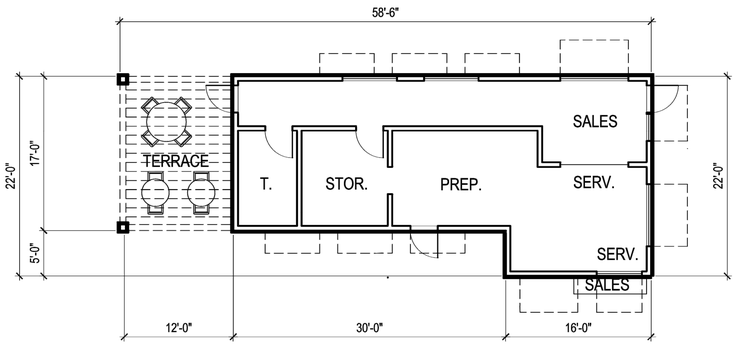
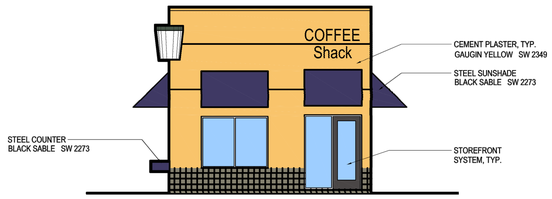


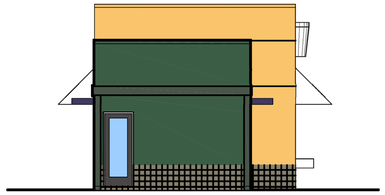
FLOOR PLAN
1" = 10'-0"

N
W E
S



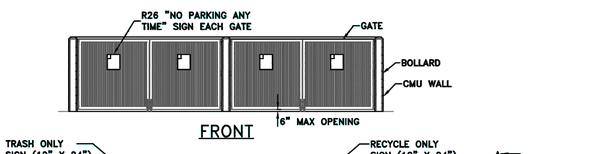
WEST
1" = 10'-0"

NORTH
1" = 10'-0"

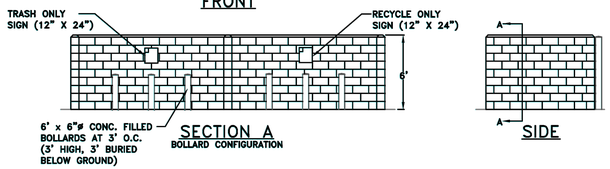


EAST
1" = 10'-0"

SOUTH
1" = 10'-0"



FRONT

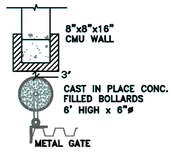


SECTION A
BOLLARD CONFIGURATION

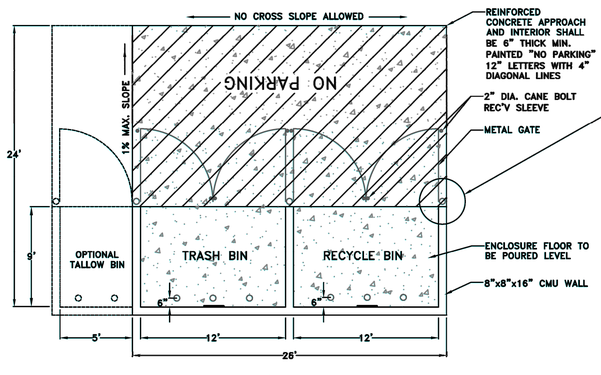
SIDE

NOTES:

1. SINGLE ENCLOSURE IS 12' WIDE (INTERIOR)
2. THE EXTERIOR FINISH AND COLOR OF THE ENCLOSURE SHALL MATCH THE BUILDING PER THE DESIGN REVIEW PERMIT EXHIBITS AND/OR CONDITIONS OF APPROVAL
3. GREASE/TALLOW BIN ENCLOSURE MAY BE ATTACHED TO THE TRASH ENCLOSURE OR BE CONSTRUCTED SEPARATELY. THE GREASE/TALLOW BIN MUST NOT BE LOCATED WITHIN THE TRASH/RECYCLING ENCLOSURE.



BOLLARD GATE DETAIL



PLAN

Richard D. Plecker

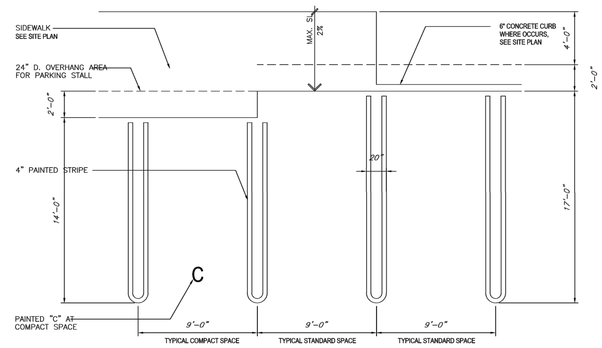
RICHARD PLECKER
ENVIRONMENTAL UTILITIES DIRECTOR

CITY OF ROSEVILLE CALIFORNIA — ENVIRONMENTAL UTILITIES DEPARTMENT

STANDARD TRASH ENCLOSURE

SCALE: NONE
REVISED: JANUARY 2018
DRAWN BY: R. VAN NESS
APPROVED BY: RICHARD PLECKER

SW-1



11 STANDARD AND COMPACT PARKING STALL STRIPING
NO SCALE

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(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com ~ www.bwengineers.com

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2001012-W-20-DETAILS

Mown Grass – SW 2377

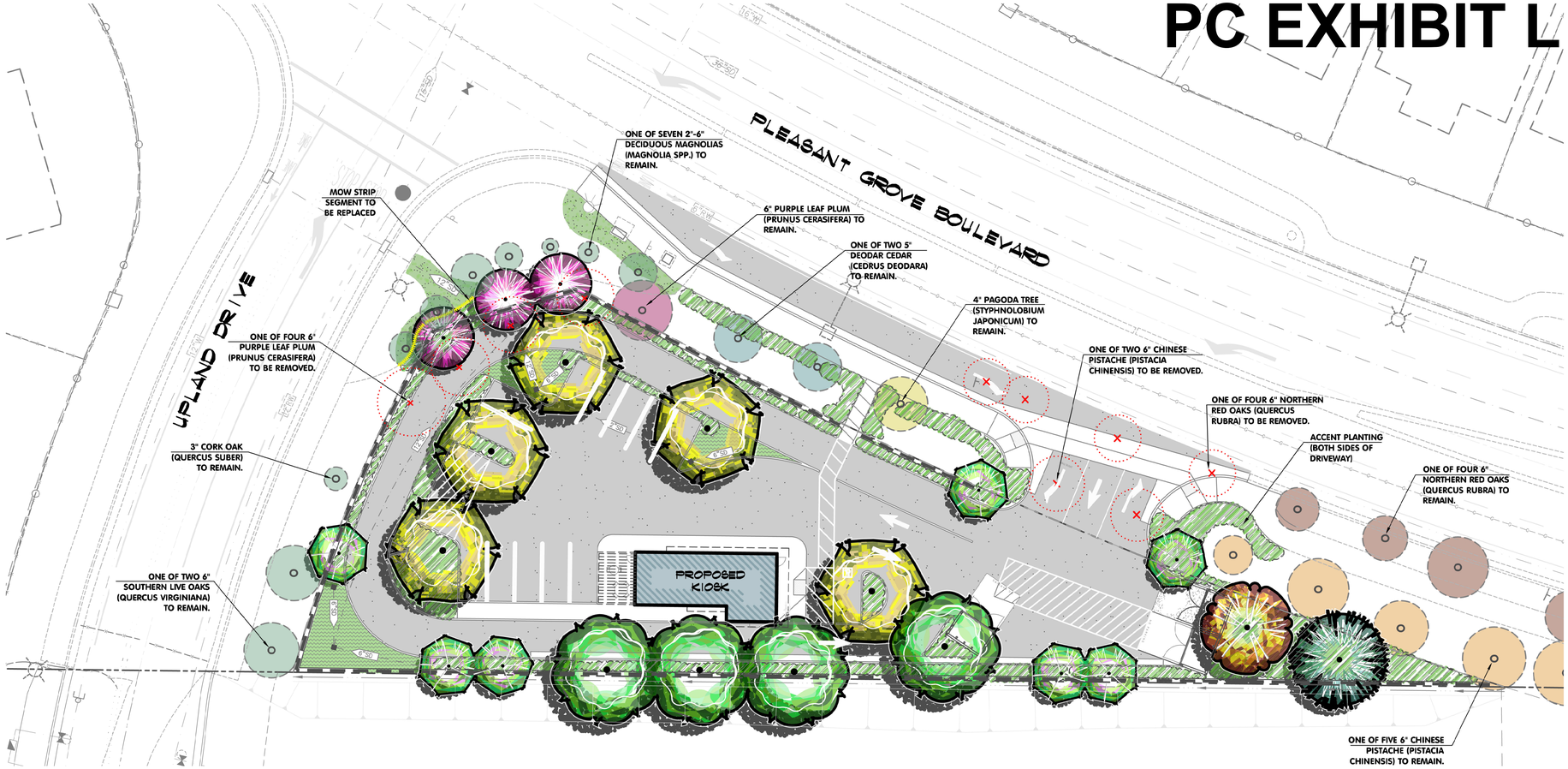
Gaugin Yellow – SW 2349

Torrey Pine – SW 2384

Black Sable – SW 2273

Cultured Stone – Coral Stone – Fossil Relief

PC EXHIBIT L



0 10' 20' 100'
5' 15' 50'

NORTH

PARKING LOT SHADE CALCULATIONS:

TREE TYPE	AREA/ FULL	QUANTITY FULL	3/4	1/2	1/4	SUBTOTAL	TOTAL
35' DIA. TREES							
STYPHNOLOBIUM J.	962 S.F.	0	0	3	2	1924 S.F.	
						35' TOTAL:	1924 S.F.
						PARKING AREA:	3560 S.F.
						SHADE REQUIRED: 50%	1780 S.F.
						SHADE PROVIDED: 54%	1924 S.F.

WATER BUDGET CALCULATION

MAXIMUM APPLIED WATER ALLOWANCE (MAWA) = 89078 GALLONS PER YEAR

MAWA = 52.2 ETO x 0.62 GAL/S.F. x 0 .45 (ET ADJ. FACTOR) x 6113 S.F. LANDSCAPE AREA

ESTIMATED TOTAL WATER USE (ETUU) = 62784 GALLONS PER YEAR

HYDROZONE (STATION #)	PLANT WATER USE TYPE	PLANT FACTOR	AREA (S.F.)	IRRIG. EFF.	CALCULATION	ESTIMATED WATER USE
C1	LOW (FULL SUN)	0.20	4951	81%	52.2 x.62x .20 x 4951/ 81% =	39565 GAL.
C2	MEDIUM (BIORETENTION)	0.50	1162	81%	52.2 x.62x .50 x 1162/ 81% =	23220 GAL.
					TOTAL ANNUAL ESTIMATED WATER USE:	62784 GAL.

TREE LIST & LEGEND

SYMBOL	BOTANIC NAME/COMMON NAME	WATER USE	SIZE	QUANTITY	REMARKS
	CEDRUS DEODARA/DEODAR CEDAR	LOW	15 GALLON	1	
	CHILOPSIS LINEARIS 'TIMELESS BEAUTY/DESERT WILLOW	LOW	15 GALLON	7	STANDARD
	PISTACIA CHINENSIS/CHINESE PISTACHE	LOW	15 GALLON	1	
	PRUNUS C. 'KRAUTER VESUVIUS/PURPLE PLUM	MODERATE	15 GALLON	3	
	QUERCUS VIRGINIANA/SOUTHERN LIVE OAK	MODERATE	15 GALLON	4	
	STYPHNOLOBIUM JAPONICUM/JAPANESE PAGODA TREE	LOW	15 GALLON	5	

SHRUB & GROUNDCOVER AREA (SEE PALETTE AT RIGHT)

BIORETENTION PLANTER (SEE PLANTS W/ "*" IN PALETTE AT RIGHT)

EXISTING TURF AREA TO BE RESTORED (EXTENT TO BE DETERMINED)

SHRUB & GROUNDCOVER PALETTE

BOTANIC NAME/COMMON NAME	WATER USE	SIZE
ACACIA REDOLENS 'DESERT CARPET'/PROSTRATE ACACIA	LOW	1 GALLON
ARCTOSTAPHYLOS D. "HOWARD McMINN"/MANZANITA*	LOW	5 GALLON
CHONDROPETALUM TECTORUM/DWF. CAPE RUSH*	LOW	5 GALLON
CISTUS HYBRIDUS/WHITE ROCKROSE	LOW	5 GALLON
CISTUS X. "SUNSET"/ROCKROSE	LOW	5 GALLON
CALLISTEMON V. 'LITTLE JOHN/DWF. BOTTLE BRUSH	LOW	5 GALLON
COTONEASTER D. "LOWFAST"/PROSTRATE COTONEASTER	LOW	1 GALLON
CAREX DIVULSA/EURASIAN GRAY SEDGE*	LOW	1 GALLON
DIETES BICOLOR	LOW	1 GALLON
DIANELLA REVOLUTA 'LITTLE REV/BLACK FLAX LILY	LOW	1 GALLON
KNIPHOFIA UVARIA 'FLAMENCO'/RED HOT POKER	LOW	1 GALLON
LOMANDRA LONGIFOLIA 'BREEZE/DWF. MAT RUSH	LOW	1 GALLON
MUHLENBERGIA CAPILLARIS/PURPLE MUHLY GRASS	LOW	1 GALLON
NERIUM O. "DWARF RED"/PETITE RED OLEANDER	LOW	5 GALLON
NEPETA X. FAASSENII/CATMINT*	LOW	1 GALLON
PRUNUS CAROLINIANA "BRIGHT-N-TIGHT"/CAROLINA CHERRY	LOW	5 GALLON
ROSA CALIFORNICA/WILD ROSE*	LOW	5 GALLON
SALVIA MICROPHYLLA 'HOT LIPS'/AUTUMN SAGE	LOW	5 GALLON
TULBAGHIA VIOLACEA/SOCIETY GARLIC	LOW	1 GALLON
* PLANTS PROPOSED FOR BIORETENTION PLANTERS		

Garth Ruffner
Landscape Architect
(916) 797-2576

4120 Douglas Blvd. #306-301, Roseville, California 95746
GarthRuffner.com CA Landscape Architect #2808

Project:

SIERRA VISTA COFFEE KIOSK

S. CORNER OF UPLANDS DRIVE & PLEASANT GROVE BOULEVARD
CITY OF ROSEVILLE
CALIFORNIA

FOR MILLC

Sheet Title:

PRELIMINARY LANDSCAPE PLAN

Date: JAN. 4, 2021

Scale: 1"=20'-0"

Job Number: 40033

Sheet Number: LA of 1

Jan 03, 2021 - 12:02pm

PC EXHIBIT M

LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	FIXT. VOLT.	LAMPS NO.	LAMPS TYPE	INPUT V.A.	MOUNTING	REMARKS
P1	LITHONIA *DSXØ-LED-P2-30K-T4M-MVOLT-SPA	120-277	LED		49	POLE MOUNT 22.5FT ON 2FT BASE	LED POLE MOUNT LUMINAIRE FULL CUTOFF, DARK SKY WET LOCATION LISTED
P2	LITHONIA *DSXØ-LED-P2-30K-T4M-MVOLT-SPA	120-277	LED		98	POLE MOUNT 22.5FT ON 2FT BASE	LED POLE MOUNT LUMINAIRE TWIN HEAD FULL CUTOFF, DARK SKY WET LOCATION LISTED
P3	LITHONIA (2) *DSXØ-LED-P2-30K-T4M-MVOLT-SPA	120-277	LED		98	POLE MOUNT 22.5FT ON 2FT BASE	LED POLE MOUNT LUMINAIRE TWIN HEAD AT 90DEG FULL CUTOFF, DARK SKY WET LOCATION LISTED
W	LITHONIA *LEL-LED30K	120-277	LED		8.4	SURFACE WALL +8'-6" AFF	LED LED WALL PACK WET LOCATION LISTED

LIL LED
LED Wall Luminare

Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

	Standard	With Battery Pack(EL)
Width:	5"	5-7/8"
Height:	5-1/8"	6-1/8"
Depth:	2-3/4"	4-1/4"
Weight:	1.5 lbs	3 lbs

Introduction

LIL LED is a compact and energy efficient wall luminaire ideal for replacing small incandescent and CFL luminaires. Photocell and battery pack options make LIL LED great for installations above doors, balconies, garage or warehouse entrances, and security applications. Whether directly mounting to a recessed junction box, or using the back box accessory for conduit entry/through wiring, LIL LED has you covered!

Ordering Information

EXAMPLE: LIL LED 40K MVOLT WH

LIL LED

Series	Color Temperature	Voltage	Controls	Mounting	Finish
LIL LED	30K 3000 K[1] 40K 4000 K	MVOLT 120 / 277V[2]	(blank) None PE MVOLT button photocell[2,3] EL Battery pack[3]	(blank) None BB Back box accessory for conduit wiring[4]	DDBTXD Textured dark bronze WH White[1]

Accessories

Ordered and shipped separately.

LIL LED BB DDBTXD	Back box for conduit entry applications, dark bronze - CI Code *2491WXH
LIL LED BB WH	Back box for conduit entry applications, white - CI Code *2491WXJ

NOTES
1. Only available with EL option when order with DDBTXD.
2. MVOLT driver operates on 120V and 277V (50/60Hz).
3. PE and EL cannot be ordered together.
4. Optional accessory for conduit entry wiring. Can be ordered with the luminaire or separately. Shipped separately. BB option is not available with emergency battery pack (EL) version.
5. Only available with PE or EL option when ordered in WH.

FEATURES & SPECIFICATIONS

INTENDED USE
The versatility of LIL LED combines a sleek, compact profile with photocell and emergency battery pack options to provide a great solution for wall mount applications. LIL LED is ideal for replacing up to 100W incandescent or 32W CFL luminaires in installations above doors, balconies, garage or warehouse entrances, and security applications. It can also be used for decorative and general lighting in outdoor environments.

CONSTRUCTION
Aluminum housing with white or textured dark bronze paint for lasting durability. The polycarbonate lens creates uniform light distribution, and it is UV resistant - great for outdoor environments!

OPTICS
Light engines are available in 3000K and 4000K CCTs. See Lighting Facts label and photometry reports for specific fixture performance.

ELECTRICAL
LED technology provides long operating life (L70/50,000 hours at 25°C). Electronic drivers have a power factor >90% and THD <20% and a minimum 2.5kV surge rating.

INSTALLATION
Easily mounts to recessed junction boxes or for surface mounting and conduit entry — with the back box with two 1/2" threaded conduit entry hubs.

This luminaire is mounted with the lens facing down. Neutral wire is required for three phase input.

LISTINGS
UL Listed to U.S. and Canadian safety standards for wet locations. Rated for -40° C minimum to 40° C maximum ambient temperature. Battery pack versions are rated to 0° C minimum. Tested in accordance with IESNA LM-79 and LM-80 standards.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Eligible to be submitted for Title 20 and Title 24 compliance.

WARRANTY
5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.

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D-Series Size 0
LED Area Luminaire

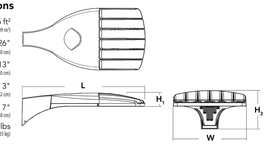
Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

d-series

Specifications

EPA:	0.95 ft² (.09 m²)
Length:	26" (66.0 cm)
Width:	13" (33.0 cm)
Height_1:	3" (7.62 cm)
Height_2:	7" (17.8 cm)
Weight (max):	16 lbs (7.25 kg)



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED

Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	**Forward optics** P1 P5 P2 P6 P3 P7[1] P4[1] **Rotated optics** P10[2] P12[2] P11[2] P13[2,3]	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium T5VS Type V very short[1] T5S Type V short[1] T5M Type V medium[1] T5W Type V wide[1] BLC Backlight control[4] LCCO Left corner cutoff[4] RCCO Right corner cutoff[4]	MVOLT (120V-277V)[5,6] XVOLT (277V-480V)[7,8,9] 120[9] 208[9] 240[9] 277[9] 347[9] 480[9]	**Shipped included** SPA Square pole mounting RPA Round pole mounting[10] WBA Wall bracket[1] SPUMBA Square pole universal mounting adaptor[11] RPUMBA Round pole universal mounting adaptor[11] **Shipped separately** KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)[12]

Control options		Other options	Finish (required)
Shipped installed NLTAIR2 nLight AIR generation 2 enabled[13,14] PIRHN Network, high/low motion/ambient sensor[15] PER NEMA twist-lock receptacle only (control ordered separate)[16] PER5 Five-pin receptacle only (control ordered separate)[16,17] PER7 Seven-pin receptacle only (leads exit fixture) (control ordered separate)[16,17] DMG 0-10V dimming extend out back of housing for external control (control ordered separate)[18] PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc[14,19] PIRH High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc[14,20] PIR1FC3V High/low, motion/ambient sensor, 8-15 mounting height, ambient sensor enabled at 1fc[14,20] PIRH1FC3V High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc[14,20] FAO Field adjustable output[21]	**Shipped installed** HS House-side shield[22] SF Single fuse (120, 277, 347V)[9] DF Double fuse (208, 240, 480V)[9] L90 Left rotated optics[2] R90 Right rotated optics[2] DDL Diffused drop lens[23] HA 50°C ambient operations[5] **Shipped separately** BS Bird spikes[24] EGS External glare shield	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

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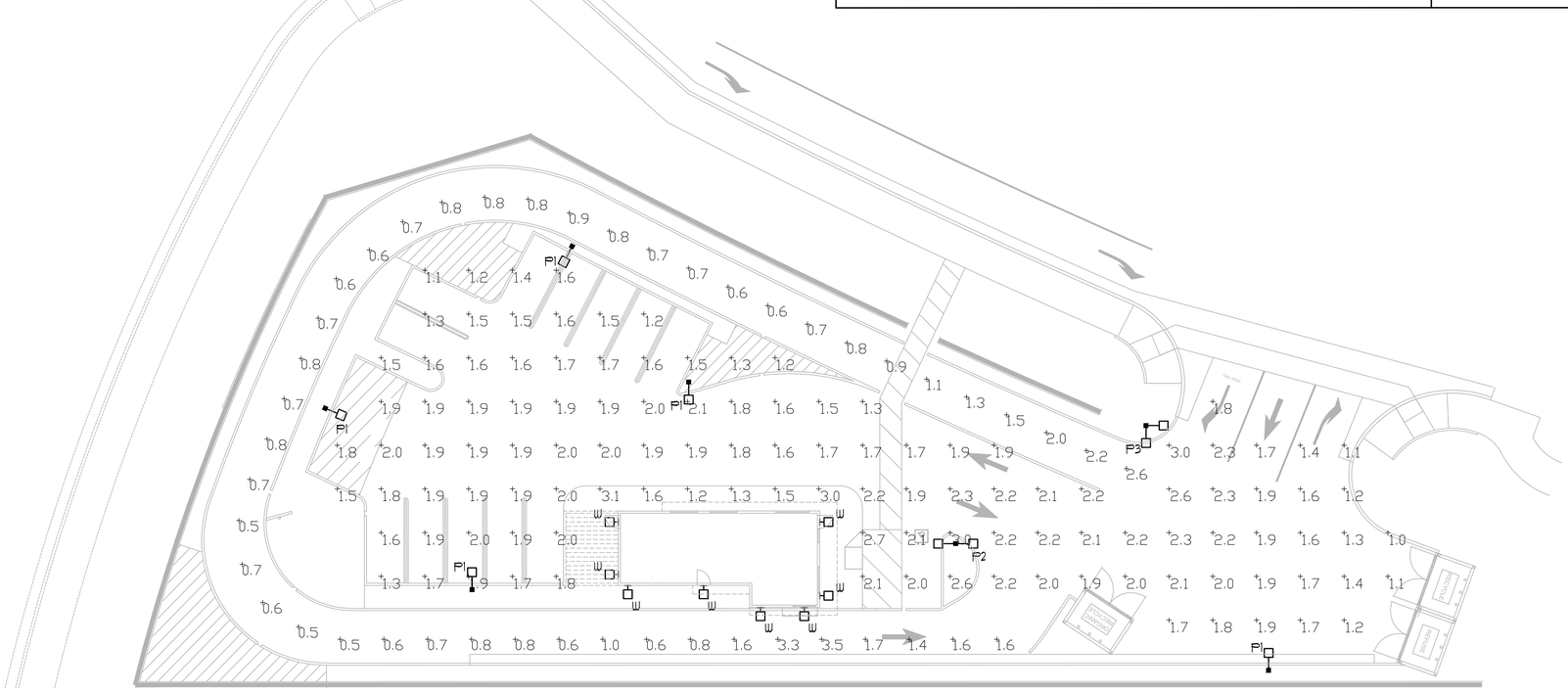


PHOTOMETRIC PLAN
SCALE: 1/16" = 1'-0"

A
E0

N

REVISION	BY

REGISTERED PROFESSIONAL ENGINEER — JEFFREY C. HERMANSON — No. E-10629 — EXP. 6-30-2021 — STATE OF CALIFORNIA — ELECTRICAL

Date Signed: January 17, 2021

SACRAMENTO ENGINEERING CONSULTANTS
10555 Old Placerville Road
Sacramento, CA 95827-2503
Phone: (916) 368-4468
Fax: (916)368-4490
www.soceng.com

Job No. 20714

PHOTOMETRIC

PARCEL W20 COFFEE SHOP
LOT 15 OF WESTPARK PHASE 1 LARGE LOT MAP AA MAPS 4
CITY OF ROSEVILLE

DATE	12/07/20
SCALE	1/16" = 1'-0"
DRAWN	XX
JOB	20714
SHEET	E0
OF	SHEETS

PC EXHIBIT N

WATER QUALITY PLAN

PARCEL W20 COFFEE SHOP

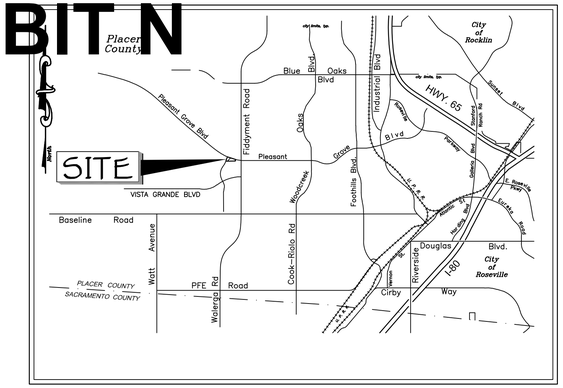
LOT 15 OF WESTPARK PHASE 1 LARGE LOT MAP
AA MAPS 4

City of Roseville, State of California

JUNE, 2020

BAKER WILLIAMS ENGINEERING GROUP

Project Address - 1875 PLEASANT GROVE BOULEVARD
File No. - PL20-0142

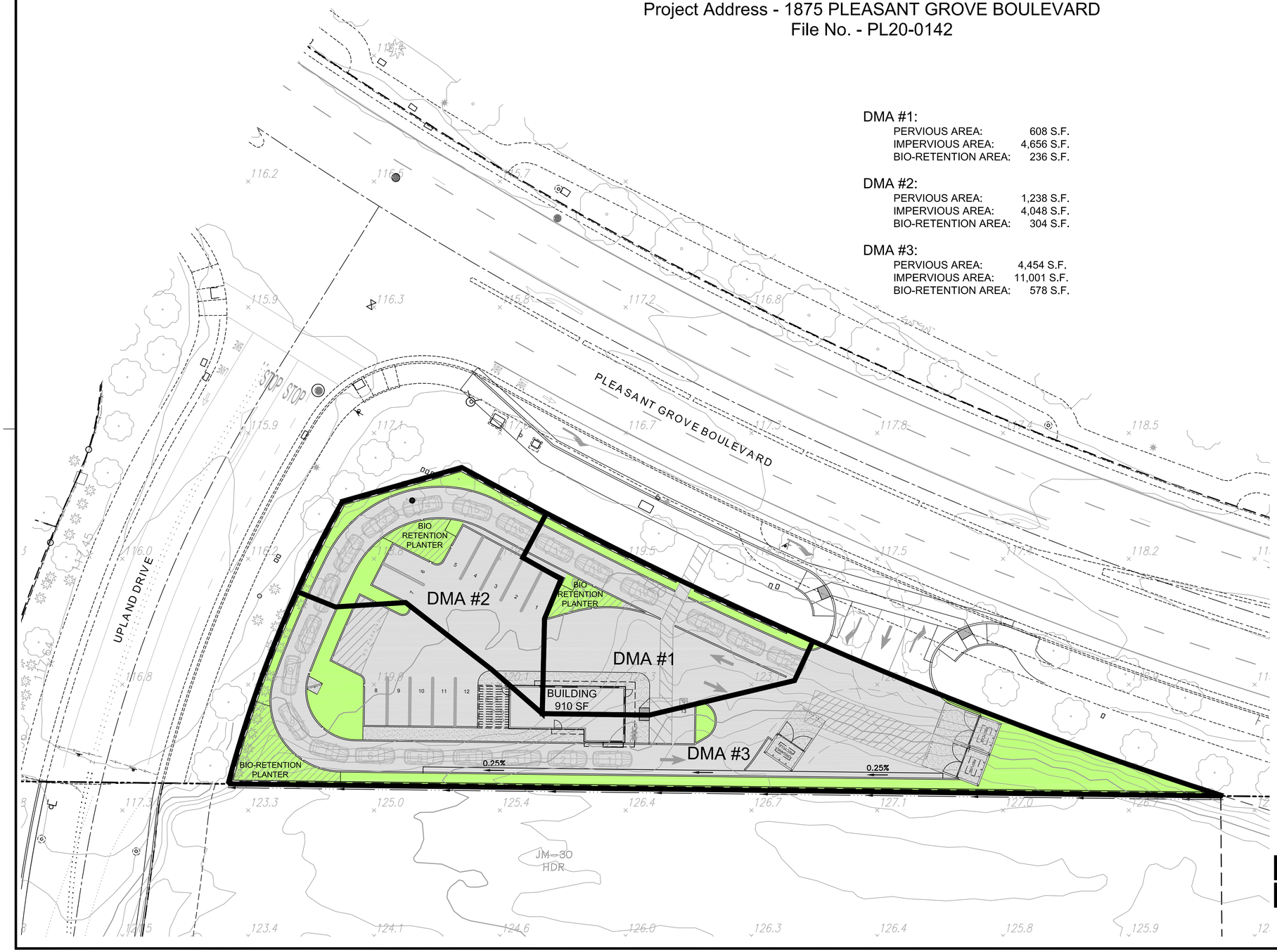


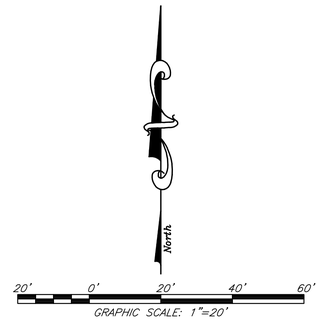
VICINITY MAP

DMA #1:
- PERVIOUS AREA: 608 S.F.
- IMPERVIOUS AREA: 4,656 S.F.
- BIO-RETENTION AREA: 236 S.F.

DMA #2:
- PERVIOUS AREA: 1,238 S.F.
- IMPERVIOUS AREA: 4,048 S.F.
- BIO-RETENTION AREA: 304 S.F.

DMA #3:
- PERVIOUS AREA: 4,454 S.F.
- IMPERVIOUS AREA: 11,001 S.F.
- BIO-RETENTION AREA: 578 S.F.





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(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com ~ www.bwengineers.com

2001012-W-20-WATER QUALITY PLAN

S:\BWEG Jobs\2020 Jobs\20-03-012 W20\Planning\2001012-W20-WAT QUAL PLAN.dwg, 05-WATER QUALITY PLAN, 11/4/2021 7:19:21 AM, David Cobbs

PC EXHIBIT O

OFFSITE SEWER EXHIBIT

PARCEL W20 COFFEE SHOP

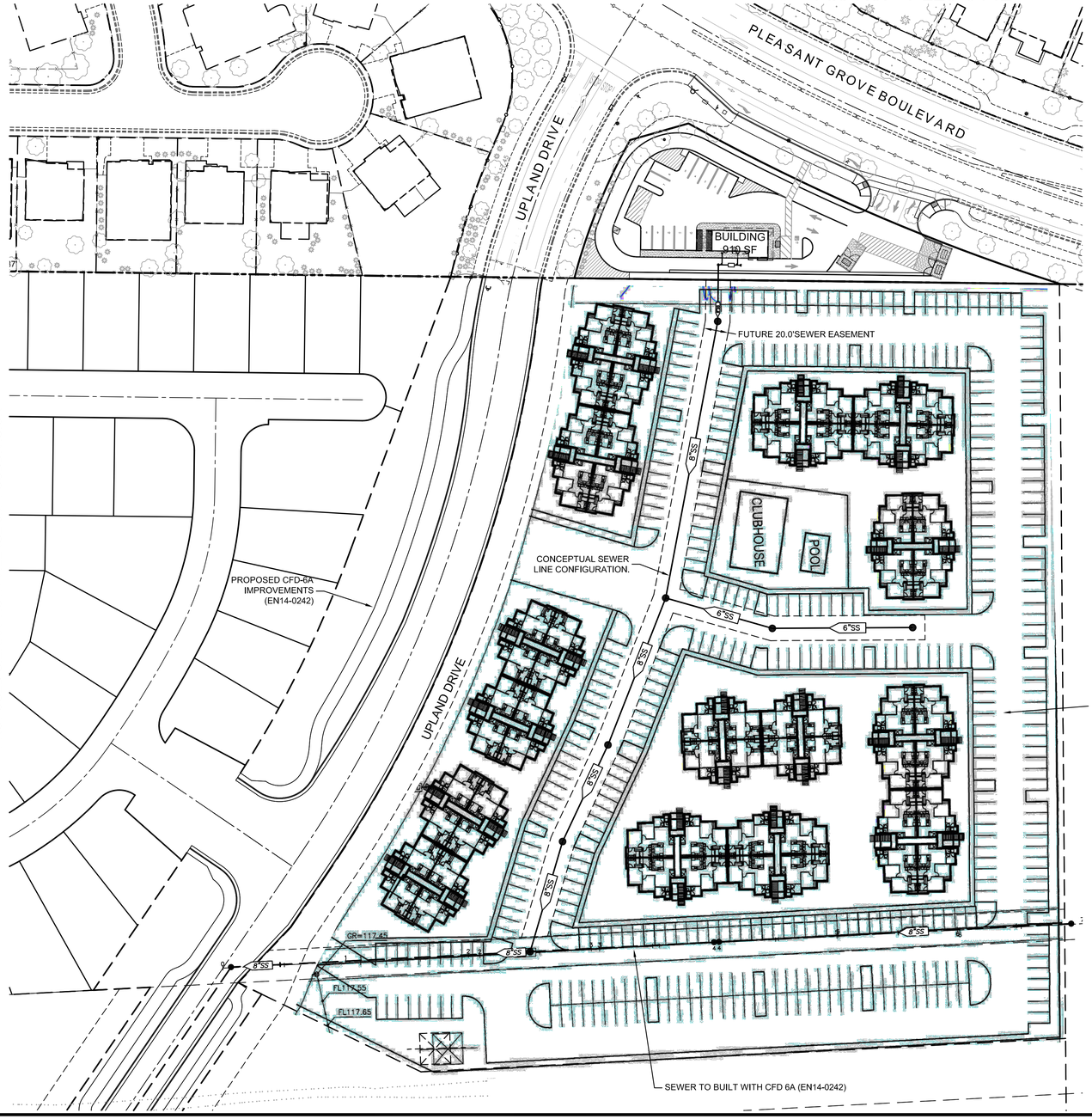
LOT 15 OF WESTPARK PHASE 1 LARGE LOT MAP
AA MAPS 4

City of Roseville, State of California

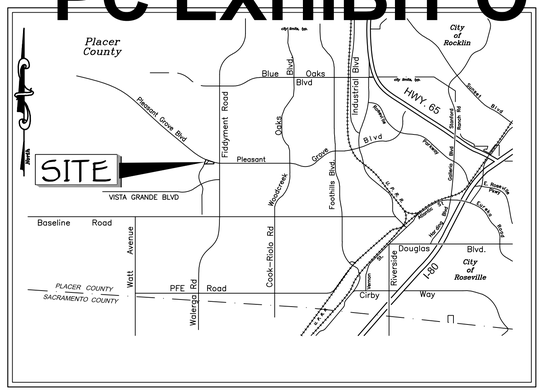
DECEMBER, 2020

BAKER WILLIAMS ENGINEERING GROUP

Project Address - 1875 PLEASANT GROVE BOULEVARD
File No. - PL20-0142



CONCEPTUAL
MULTI-FAMILY
SITE PLAN



VICINITY MAP

LEGEND:

- PROP. SANITARY SEWER MAIN
- EXIST. SANITARY SEWER MAIN
- PROP. FLUSHER BRANCH
- EXIST. FLUSHER BRANCH
- PROP. SEWER SERVICE
- EXIST. SEWER SERVICE
- PROP. MANHOLE
- EXIST. MANHOLE
- PROP. STORM DRAIN
- EXIST. STORM DRAIN
- PROP. DROP INLET
- EXIST. DROP INLET
- PROP. WATER MAIN
- EXIST. WATER MAIN
- PROP. WATER SERVICE
- EXIST. WATER SERVICE
- PROP. WATER VALVE
- EXIST. WATER VALVE
- PROP. WATER METER AND REDUCED PRESSURE
- EXIST. WATER METER AND REDUCED PRESSURE
- PROP. DOUBLE DETECTOR CHECK VALVE
- PROP. CHECK VALVE
- PROP. POST INDICATOR VALVE
- PROP. FIRE DEPARTMENT CONNECTION
- PROP. FIRE HYDRANT ASSEMBLY
- EXIST. FIRE HYDRANT ASSEMBLY

OWNER:
PULTE HOME COMPANY, LLC
4511 WILLOW ROAD
PLEASANTON, CA 94588
PH. (949) 279-9409

DEVELOPER:
MOURIER INVESTMENTS, LLC
1430 BLUE OAKS BOULEVARD, SUITE 190
ROSEVILLE, CA 95747
PH. (916) 969-2842

ENGINEER:
BAKER-WILLIAMS ENGINEERING GROUP
6020 RUTLAND DRIVE, SUITE 19
CARMICHAEL, CALIFORNIA 95608
PH. (916) 331-4336

ASSESSOR'S PARCEL NUMBER:
017-152-018

ACREAGE:
0.597 ACRES 26,788 S.F.

PROPOSED IMPROVEMENTS:
AS REQUIRED BY THE CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS

PROPOSED USE:
DRIVE-THRU COFFEE SHOP

EXISTING USE:
VACANT LAND

EXISTING GENERAL PLAN:
LDR

PROPOSED GENERAL PLAN:
CC

EXISTING SPECIFIC PLAN:
LDR

PROPOSED SPECIFIC PLAN:
CC

EXISTING ZONING:
R1\DS

PROPOSED ZONING:
CC

SEWER:
CITY OF ROSEVILLE

WATER SUPPLY:
CITY OF ROSEVILLE

DRAINAGE:
CITY OF ROSEVILLE

FIRE PROTECTION:
CITY OF ROSEVILLE

SCHOOL DISTRICT:
ROSEVILLE SCHOOL DISTRICT

PARK DISTRICT:
ROSEVILLE PARKS DISTRICT

North

50' 0' 50' 100' 150'
GRAPHIC SCALE: 1"=50'

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com ~ www.bwengineers.com

2001012-W-20-OFFSITE SEWER EXHIBIT

S:\BWEG Jobs\2020 Jobs\20-03-012 W20\Planning\20010012-W20-SITE UTIL PREL.dwg, 05-OFFSITE SEWER, 1/5/2021 4:23:40 PM, David Cobbs

CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION
311 Vernon Street, Roseville, CA 95678 (916) 774-5276

MEMORANDUM

To: Planning Commission

From: Kinarik Shallow, Associate Planner

Date: February 9, 2021

Re: Item 6.2 – WRSP PCL W-20 – Coffee Shack (File #PL20-0142) – Public Comments

The purpose of this memorandum is to include four public comment letters received subsequent to publication of the staff report for the above-referenced project (see Attachment 1). The email dated February 4, 2021 was submitted by Linda Rayle and states that the drive-through use would cause an increase in vehicle emissions and asks whether this was evaluated in the Initial Study/Mitigated Negative Declaration (IS/MND). Staff's response to Ms. Rayle's email is below. The three emails dated February 9, 2021 are addressed to the Planning Commission and are in support of the project.

The project emissions were evaluated in the IS/MND prepared for the project, under Section III (Air Quality) and Section VIII (Greenhouse Gases). Staff provided a copy of the IS/MND document to Ms. Rayle for review. The IS/MND is also included as Exhibit A to the Planning Commission staff report. As recommended by the Placer County Air Pollution Control District (PCAPCD), the California Emissions Estimator Model (CalEEMod) was used to quantify the project's construction and operational emissions (including mobile emissions) for criterial air pollutants (e.g., NO_x, ROG, and PM_{10}) and greenhouse gas emissions (CO_2e). CalEEMod was run using the "fast food with drive through" use category to accurately estimate the project's emissions. The CalEEMod model results are included as Attachment 2 to the IS/MND. The project's modeled total emissions are below the PCAPCD established thresholds of significance; therefore, the project will not result in a significant impact related to emissions, and no mitigation is required.

Attachment

1. Public Comments

PC MEMO ATTACHMENT 1

From: Linda Rayle
To: Shallow, Kinarik
Subject: Coffee Shack WRSP W-20
Date: Thursday, February 4, 2021 12:37:03 PM

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Dear Kinarik Shallow,

I live in the WestPark community and was made aware of the Coffee Shack project last night. I read the proposal of this project on the City of Roseville web site. There was a link to review the Mitigated Negative Declaration. Unfortunately, this link didn't work, and I was unable to read the Declaration.

My comment to this project would be to say that having a drive-thru (of any kind) will increase emissions from vehicles. Generally, when people are waiting in line at a drive-thru, they leave their car running the entire time. This is bad for the environment, for obvious reasons. Was this addressed in the Mitigated Negative Declaration? Probably not, as I don't know how you would mitigate that or control what people do when sitting in their cars waiting at a drive-thru.

Can you provide me a link to the Mitigated Negative Declaration that will actually open to that Declaration?

Thank you.

Linda Rayle

From: Kay Armstrong
To: Shallow, Kinarik
Subject: Thursday Agenda Item Support
Date: Tuesday, February 9, 2021 3:09:51 PM

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commission Members:

I am writing to support an item on the Planning Commission Agenda this Thursday evening. It is a coffee drive-through being proposed by Mourier Investments off of Pleasant Grove. I think that it would be a welcome addition to the west side of Roseville to provide additional services. I drive by there all the time on my way to and from work, and from what I can see on the plans, this drive thru will have more space for cars in the queue than most other drive-throughs I use in Roseville.

Thank you, Kay Armstrong

From: Nick brooks
To: Shallow, Kinarik
Cc: Nick Brooks
Subject: Drive Thru Coffee
Date: Tuesday, February 9, 2021 3:15:03 PM

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Dear Roseville Planning Commission:

I support the item on the Planning Commission Agenda for this Thursday. It is a coffee drive-thru and we really need that on the west side. I live in Sun City Roseville and drive by this site all the time—I would appreciate the Planning Commission supporting this item. Looks very well planned.

Appreciate the opportunity to comment,

Nick Brooks

Nick Brooks
President/Broker
Coldwell Banker Sun Ridge
BRE # 01061232

From: steph@upstreamadministration.com
To: Shallow, Kinarik
Subject: Writing In Support of Item on the Agenda for 2-11-2021 Meeting - Mourier Investments
Date: Tuesday, February 9, 2021 4:17:38 PM

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commissioners:

As a resident of the Westpark community, I am emailing in support of the Mourier Investments project on the agenda for this Thursday's Commission meeting. The Westpark area is in need of services for our residents and this drive-through coffee shop would be a welcome addition in our community! I drove by this area daily on my way to meetings and for errands and would be happy to have this business as an option for service rather than have to drive farther into town.

Thank you,

Stephanie Hill

Upstream Administration
steph@upstreamadministration.com
916-910-5769
www.upstreamadministration.com

CC ATTACHMENT 3

From: Public Comment
To: Shallow, Kinarik; Ogden, Derek
Subject: FW: Roseville Planning Commission Meeting, Coffee Shop
Date: Thursday, February 11, 2021 7:33:16 PM
Attachments: image001.png
image002.jpg
image003.jpg
image004.jpg
image005.jpg
image006.jpg
image007.jpg

Put this in the file for the item.

Gregory W. Bitter, AICP
Planning Manager
Development Services Dept.- Planning Division
o: (916) 774-5294
f: (916) 774-5129

Working together to build a quality community.

Civic Center | 311 Vernon Street | Roseville, CA | 95678

From: Hailey Patterson <hailey.patterson@student.rjuhsd.us>
Sent: Thursday, February 11, 2021 7:14 PM
To: Public Comment <publiccomment@roseville.ca.us>
Subject: Roseville Planning Commission Meeting, Coffee Shop

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Hi,
I do think that the area would be a good place for a coffee shop due to there being a park and a school nearby. The only thing I see an issue with would be trouble with trafficking the intersections between the drive through and exit points out of the area.
Thanks.

Development Services Department
Planning Division
311 Vernon Street
Roseville, California 95678-2649

February 16, 2021

David Cobbs
Baker Williams Engineering Group
6020 Rutland Drive, Suite 19
Carmichael, CA 95608
dcobbs@bwengineers.com

Chris Winter
PL Roseville, LLC
4511 Willow Road, Suite 8
Pleasanton, CA 94588
Chris.Winter@PulteGroup.com

Steve Schnable
Mourier Investments, LLC
1430 Blue Oaks Boulevard, Suite 190
Roseville, CA 95747
sschnable@jmchomes.com

SUBJECT: WRSP PCL W-20 – Coffee Shack
File # PL20-0142
Citywide Job # 190478

On **FEBRUARY 11, 2021**, the *Planning Commission* **ADOPTED the WRSP PCL W-20 – COFFEE SHACK MITIGATED NEGATIVE DECLARATION** and the **MITIGATION MONITORING AND REPORTING PROGRAM; RECOMMENDED APPROVAL** of a request for **GENERAL PLAN AMENDMENT (LAND USE MAP)**, **SPECIFIC PLAN AMENDMENT (TEXT AND LAND USE MAP)**, **REZONE**, and **NINTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND VC ROSEVILLE, LLC**; and **APPROVED** the **CONDITIONAL USE PERMIT** to allow a drive-through use contiguous to a residential zoned parcel, and a **DESIGN REVIEW PERMIT** to approve the building architecture and site design, located at **1875 PLEASANT GROVE BL**.

ADVISORY ACTION

The Planning Commission action on the **GENERAL PLAN AMENDMENT (LAND USE MAP)**, **SPECIFIC PLAN AMENDMENT (TEXT AND LAND USE MAP**, **REZONE**, **AND NINTH AMENDMENT OF THE DEVELOMENT AGREEMENTS BY AND BETWEEN THE CITY OF ROSEVILLE AND VC ROSEVILLE, LLC** is a recommendation and does not grant the applicant any entitlements. These items require action by the City Council. The City Council will consider these items at a later date.

EXPIRATION DATE

You have two (2) years from the date of the Planning Commission's approval in which to effectuate the permit, or else the **CONDITIONAL USE PERMIT** and **DESIGN REVIEW PERMIT** approval becomes null and void.

The expiration date of this request is **FEBRUARY 11, 2023**.

EXTENSION OF PERMIT

You many request that a permit be extended for a period up to a maximum of one (1) year. An application for an extension shall be submitted to the Planning Division prior to the expiration date indicated above. No notice will be sent to you prior to the date of permit expiration.

YOU WILL BE RESPONSIBLE FOR REQUESTING ANY EXTENSION.

FEE NOTIFICATION

Per Government Code Section 66000, et seq, this notice shall serve as notification that the 90 day appeal period has begun in which the applicant may protest the imposition of fees, dedications, reservations, or other exactions imposed under the provisions of Government Code Section 66020 to the City Council. The appeal shall be filed in writing or on a form provided by the City stating the reasons for the appeal as provided for in Government Code Section 66020. **The appeal shall be filed with the City Clerk**.

APPEAL PROCEDURE

The decision of the Planning Commission is final unless appealed. This decision must be appealed to the City Council by filing a written appeal and paying the required fee **within *ten (10)* calendar days of February 11, 2021. The appeal shall be filed with the City Clerk**.

You may be precluded from filing a lawsuit to challenge this decision unless you use this opportunity for administrative appeal and raise any issues you believe to be wrongly decided.

Persons wishing to commence a court case challenging this decision must do so within ninety (90) days of the final decision (after all administrative appeals are exhausted) pursuant to Code of Civil Procedures Section I094.6. (See Roseville City Council Resolution No. 82-8I)

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT

1. The Conditional Use Permit 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)

2. This Conditional Use Permit approval shall be effectuated within a period of two (2) years from **February 11, 2021** and if not effectuated shall expire on **February 11, 2023**. Prior to said

expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **February 11, 2024**. (Planning)

3. The project is approved as identified and shown in Exhibits B - O, and as conditioned or modified below. Any modifications to the operations shall require approval of a Conditional Use Permit Modification. (Planning)

4. The project shall comply with all required environmental mitigation identified in the WRSP PCL W-20 Coffee Shack Initial Study/Mitigated Negative Declaration (included as Exhibit A), and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)

5. Hours of operation shall be limited to 7:00 a.m. to 10:00 p.m. to comply with the noise study recommendations. (Planning)

6. Operations shall be consistent with the City's Noise Regulation standards (Roseville Municipal Code Chapter 9.24). (Planning)

CONDITIONS OF APPROVAL FOR THE DESIGN REVIEW PERMIT

1. The Design Review Permit 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)

2. This Design Review Permit approval shall be effectuated within a period of two (2) years from **February 11, 2021** and if not effectuated shall expire on **February 11, 2023**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **February 11, 2024**. (Planning)

3. The project is approved as shown in Exhibits B - O, and as conditioned or modified below. (Planning)

4. The project shall comply with all required environmental mitigation identified in the WRSP PCL W-20 Coffee Shack Initial Study/Mitigated Negative Declaration (included as Exhibit A), and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)

5. A Design Review Permit Modification shall be required prior to submittal of building permits to review the building architecture and design, and to review the design of the screen wall along the drive-through lane (Planning)

6. The project shall be addressed as 1875 Pleasant Grove Bl. All projects with multi-tenants or buildings must submit a site plan with building footprint(s) to the Development Services Department (Business Services – Addressing) for building/suite addressing. (Business Services)

7. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. Project billing may occur up to two (2) months after the end of warranty or the Notice of Termination date for the SWPPP, whichever occurs later. (Engineering, Environmental Utilities, Electric, Finance)

8. The design and construction of all improvements shall conform to the Design and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)

9. The applicant shall not commence with any on-site improvements or improvements within the right-of-way until such time as grading and/or improvement plans have been submitted for review and are approved with grading and/or encroachment permits issued by the Department of Development Services – Engineering Division. (Engineering)

10. The approval of this project does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. The Developer shall submit civil drawings to the Department of Development Services – Engineering Division for review and approval. (Engineering)

PRIOR TO ISSUANCE OF BUILDING PERMITS:

11. Parking lot design shall conform to the City's design standards, including the following minimum standards for parking stalls:

    a. All parking stalls shall be double-striped. Parking stalls adjacent to sidewalks, landscaped areas or light fixtures, and all Accessible stalls shall abut a 6-inch raised curb or concrete bumper. (Planning)

    b. Standard – 9 feet x 18 feet; Compact – 9 feet x 16 feet; Accessible – 14 feet x 18 feet (a 9-foot-wide parking area plus a 5-foot-wide loading area) and a minimum of one (1) parking space shall be Accessible van accessible – 17 feet x 18 feet (9-foot-wide parking area plus an 8-foot-wide loading area). (Planning)

    c. An 'exterior routes of travel' site accessibility plan incorporating slope, cross-slope, width, pedestrian ramps, curb ramps, handrails, signage, detectable warnings or speed limit signs or equivalent means shall comprise part of the site improvement plans submitted to City for review, prior to building plan check approvals. This site accessibility plan shall also include:

        i. Accessible parking stalls shall be dispersed and located closest to accessible entrances. The total number of accessible parking spaces shall be established by Table 11B-208.2 of the CBC.

ii. Accessible Parking spaces and crosswalks shall be signed, marked and maintained as required by Chapter 11 of the CBC.

iii. Accessible parking and exterior route of travel shall comply with CBC, Sections 11B-206 and 11B-208. (Building)

12. Signs and/or striping shall be provided on-site as required by the Planning Department to control on-site traffic movements. Parking lot striping and signage shall be maintained in a visible and legible manner. (Planning)

13. The plans submitted to the Building Division for permits shall indicate all approved revisions/alterations as approved by the Commission including all conditions of approval. (Planning)

14. The project Landscape Plans shall comply with the following:

a. The Landscape Plan shall indicate the location of, and be designed to avoid conflicts with, all pole-mounted light fixtures and utility equipment including (but not limited to) electric transformers, switchgear, and overhead lines; backflow preventers; fire department connections; and public water, sewer, and storm drain facilities. (Planning, Fire, Environmental Utilities, Electric, Engineering)

b. The tree plantings in the parking lot shall be designed to provide a minimum of 50% shade coverage after 15 years. (Planning)

c. At a minimum, landscaped areas not covered with live material shall be covered with a rock, (3") bark (no shredded bark) or (3") mulch covering. (Planning)

d. The landscape plan shall comply with the Landscape Guidelines for West Roseville Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning, Environmental Utilities)

e. All landscaping in areas containing electrical service equipment shall conform to the Electric Department's Landscape Requirements and Work Clearances as outlined in Section 10.00 of the Departments "Specification for Commercial Construction." (Electric)

f. Slopes within landscape planters shall be no more than 3:1. A two-foot flat bench located at back-of-walk shall be included in the landscape area to slow or allow absorption of nuisance run-off from the planters. (Parks, Recreation, and Libraries)

g. All landscaping shall conform to the standards of crime prevention through environmental design with the intent to create natural surveillance, controlling access, and territorial reinforcement to property boundaries. (Police)

15. Any roof-mounted equipment and satellite dishes proposed shall be shown on the building plans. The equipment shall be fully screened from public streets and the surrounding properties. (Planning)

16. A separate Architectural Site Accessibility Plan which details the project's site accessibility information as required by California Title 24, Part 2 shall be submitted as part of the project Building Permit Plans. (Building)

17. For Multiple Building Complexes: As part of the required Architectural Site Accessibility Plan, the developer shall delineate the extent of the site accessibility improvements being installed as part of the initial improvements for the project, and those that are planned to be developed as part of subsequent phases (i.e. around future pad buildings). (Building)

18. Building permit plans shall comply with all applicable code requirements (California Building Code – CBC – based on the International Building Code, California Green Building Standards Code–CGBSC, California Mechanical Code – CMC – based on the Uniform Mechanical Code, California Plumbing Code – CPC – based on the Uniform Plumbing Code, California Fire Code – CFC – based on the International Fire Code – with City of Roseville Amendments – RFC, California Electrical Code – CEC – based on the National Electrical Code, and California Energy Standards – CEC T-24 Part 6), California Title 24 and the American with Disabilities Act - ADA requirements, and all State and Federally mandated requirements in effect at the time of submittal for building permits (contact the Building Division for applicable Code editions). (Building)

19. For restaurants and other food services: The developer shall obtain all required approvals and permits from the Placer County Health Department and the City of Roseville Industrial Waste Division. (Building, Environmental Utilities)

20. Maintenance of copy of building plans: Health and Safety Code section 19850 requires the building department of every city or county to maintain an official copy of the building plans for the life of the building. As such, each individual building shall be submitted as a separate submittal package. Building plan review, permit issuance and archiving is based on each individual building address. (Building)

21. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to Public Works prior to approval of any plans. (Engineering)

22. The Improvement Plans shall include a complete set of Landscape Plans. The Landscape Plans shall be approved with the Improvement Plans. (Planning, Engineering, Fire, Environmental Utilities, Electric)

23. A note shall be added to the grading plans that states:

"Prior to the commencement of grading operations, the contractor shall identify the site where the ***excess/borrow*** *earthen material shall be imported/deposited. If the* ***borrow/deposit*** *site is within the City of Roseville, the contractor shall produce a report issued by a geotechnical engineer to verify that the exported materials are suitable for the intended fill, and shall show proof of all approved grading plans. Haul routes to be used shall be specified."* (Engineering)

24. The applicant shall dedicate all necessary rights-of-way or Public Utility Easement for the widening of any streets or transfer of public utilities across and over any portion of the property as required with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Engineering)

25. Bike parking and clean air vehicle spaces shall be provided per the California Green Building Standards. Bike rack/locker design and location shall be approved by Alternative Transportation. Clean air parking stall markings are to be marked as "CLEAN AIR/CARPOOL/EV". Do not use "Vanpool". (Alternative Transportation, Building).

26. All storm drainage, including roof drains, shall be collected on site and treated with Best Management Practices (BMP's) per the City's Stormwater Quality Design Manual. All storm water shall be routed to the nearest existing storm drain system or natural drainage facility. Drain outfalls shall extend down to the receiving water and shall be constructed with adequate velocity attenuation devices. The grading/improvement plans for the site shall be accompanied with a shed map that defines that area tributary to this site and all drainage facilities shall be designed to accommodate the tributary flow. The storm drain system and proposed BMP's shall be privately owned and maintained by the property owner. Prior to the issuance of any permits, the owner shall provide a plan for the maintenance of the proposed BMP's. (Engineering)

27. Prior to the approval of the Improvement Plans, the project proponent shall provide proof of preparation and submittal of a Storm Water Pollution Prevention Plan (SWPPP) to the Regional Water Quality Control Board (RWQCB). Proof shall be in the form of the Waste Discharge Identification Number (WDID#), provided to the applicant from RWQCB, placed on the coversheet of the improvement plans. Upon approval of the improvement plans, a copy of the SWPPP shall be required onsite and available for viewing by City inspection staff upon request. (Engineering)

28. The developer shall be responsible for any necessary relocation of signal interconnect cables that may require re-location as a result of the construction of turn lanes and/or driveways. (Engineering)

29. To ensure that the design for any necessary widening, construction, or modifications of Public Streets does not conflict with existing dry utilities generally located behind the curb and gutter, and prior to the submittal of design drawings for those frontage improvements, the project

proponent shall have the existing dry utilities pot holed for verification of location and depth. (Engineering)

30. Sight distances for all driveways shall be clearly shown on the improvement plans to verify that minimum standards are achieved. It will be the responsibility of the project proponent to provide appropriate landscaping and improvement plans, and to relocate and/or modify existing facilities as needed to meet these design objectives. (Engineering)

31. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During plan check of the improvement plans and/or during inspection, Public Works will designate the exact areas to be reconstructed. Any existing public facilities damaged during the course of construction shall be repaired by the property owner and at the property owner's expense, to the satisfaction of the City. (Engineering)

32. 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)

33. Prior to the issuance of building permits, the property owner shall pay into the following fee programs: Citywide Drainage Fee, Citywide Traffic Mitigation Fee (TMF), Highway 65 Joint Partners Association (JPA), South Placer Regional Transportation Authority (SPRTA), and City/County Fee. (Engineering)

34. Prior to issuance of a building permit, the property owner shall pay the WRSP Transit Shuttle Service Fee per the Development Agreement Section 3.15.14. (Alternative Transportation).

35. 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)

36. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

37. Water and sewer infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards and shall include:

    a. Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12 feet unless approved by Environmental Utilities in these conditions. The area needed to

construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.

b. Water, sewer and recycled mains shall not exceed a depth of 12 feet below finished grade, unless authorized in these conditions of approval.

c. All sewer manholes shall have all-weather, 10-ton vehicle access unless otherwise authorized by these conditions of approval. (Environmental Utilities)

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. Trash enclosures, recycling areas, and enclosure approaches shall be designed to current Refuse Division specifications, the materials and colors shall match the building, and the location of such facilities shall be reviewed and approved by the Refuse Division, Planning and the Fire Department. The enclosure must have inside dimensions of 12 feet wide and 9 feet deep and be built to the specifications of the Solid Waste Department's Enclosure Description. (Refuse, Planning, Fire)

40. Access to trash enclosures shall have an inside turning radius of 25 feet and an outside turning radius of 45 feet must be maintained to allow the refuse truck access to and from the enclosure. Enclosures must have a clear approach of 65 feet in front of the enclosure to allow servicing bins. (Refuse)

41. A trash enclosure and recycling enclosure is required for each building and each tenant, otherwise, the building owner is responsible for the trash service. (Refuse)

42. The design and installation of all fire protection equipment shall conform to the California Fire Code and the amendments adopted by the City of Roseville, along with all standards and policies implemented by the Roseville Fire Department. (Fire)

43. The applicable codes and standards adopted by the City shall be enforced at the time construction plans have been submitted to the City for permitting. (Fire)

44. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:

a. one (1) set of improvement plans

b. load calculations

c. electrical panel one-line drawings

45. All on-site external lighting shall be installed and directed to have no off-site glare. Lighting within the parking areas and pedestrian walkways shall provide a maintained minimum of one (1) foot-candle, and 0.5 foot-candle of light, respectively. All exterior light fixtures shall be vandal resistant. (Planning, Police)

46. The parking lot shall have properly posted signs that state the use of the parking area is for the exclusive use of employees and customers of this project. (See California Vehicle Code Sections 22507.8, 22511.5, 22511.8, 22658(a), and the City of Roseville Municipal Code Section 11.20.110). The location of the signs shall be shown on the approved site plan. (Planning, Police)

47. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

DURING CONSTRUCTION & PRIOR TO ISSUANCE OF OCCUPANCY PERMITS:

48. Any backflow preventers visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventers shall be screened with landscaping and shall comply with the following criteria:

    a. There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventer to the landscaping.

    b. For maintenance purposes, the landscaping shall only be installed on three sides and the plant material shall not have thorns.

    c. The control valves and the water meter shall be physically unobstructed.

    d. The backflow preventer shall be covered with a green cover that will provide insulation. (Planning, Environmental Utilities)

49. The following easements shall be provided by separate instrument and shown on the site plan, unless otherwise provided for in these conditions:

    a. A 12.5-foot-wide public utilities easement along all road frontages.

    b. Water, sewer, and reclaimed water easements.

    c. Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)

50. Easement widths shall comply with the City's Improvement Standards and Construction Standards. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor. All existing public utility,

electric, water, sewer and reclaimed water easements shall be maintained unless otherwise authorized by these conditions of approval. (Public Works, Environmental Utilities, Electric)

51. Inspection of the potable water supply system on new commercial/industrial/office projects shall be as follows:

    a. The Environmental Utilities Inspector will inspect all potable water supply up to the downstream side of the backflow preventer.

    b. The property owner/applicant shall be responsible for that portion of the water supply system from the backflow preventer to the building. The builder/contractor shall engage a qualified inspector to approve the installation of this portion of the water supply. The Building Division will require from the builder/contractor, a written document certifying that this portion of the potable water supply has been installed per improvement plans and in accordance with the Uniform Plumbing Code. This certificate of compliance shall be submitted to the Building Division before a temporary occupancy or a building final is approved.

    c. The building inspectors will exclusively inspect all potable water supply systems for the building from the shutoff valve at the building and downstream within the building. (Building, Environmental Utilities)

52. All improvements being constructed in accordance with the approved grading and improvement plans shall be accepted as complete by the City. (Engineering)

53. The words "traffic control appurtenances" shall be included in the list of utilities allowed in public utilities easements (PUE's) located along public roadways. (Engineering)

54. Water, sewer and reclaimed water shall be constructed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. (Environmental Utilities)

55. All water backflow devices shall be tested and approved by the Environmental Utilities Department. (Environmental Utilities)

56. **Restaurants or other Food Service Establishment (FSE).** The applicant shall design for installation and/or install an exterior grease interceptor if the proposed business could potentially discharge substances containing fats, oils and grease (FOG) into the sewer system. The grease interceptor shall be adequate to separate and remove FOG contained in the wastewater from FSE's prior to discharge to the public sewer. (Environmental Utilities)

57. In the event an exterior grease interceptor cannot be installed due to space limitation, the developer shall install a grease trap, per City Standards, that will mechanically separate the

FOG contained in the wastewater from the FSE prior to discharge to the public sewer. (Environmental Utilities)

58. Pursuant to the Municipal Code, the applicant shall apply for and obtain a FOG waste discharge permit (FOG WDP) from the Environmental Utilities Industrial Waste Division prior to occupancy or prior to discharging waste to the public sewer. The applicant shall submit information required by the Environmental Utilities Department for evaluation, including but not limited to: site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, FOG control device, grease interceptor or other pretreatment equipment and appurtenances by size, location and elevation. Additional information related to the applicant's business operations and potential discharge may be requested to properly evaluate the FOG WDP application. (Environmental Utilities)

59. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)

60. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. (Electric)

61. 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)

62. All electric metering shall be directly outside accessible. This can be accomplished in any of the following ways:

    a. Locate the metered service panel on the outside of the building.

    b. Locate the metered service panel in a service room with a door that opens directly to the outside. The developer will be required to provide a key to the door for placement in a lock box to be installed on the outside of the door. Any doors leading from the service room to other areas of the building shall be secured to prohibit unauthorized entry. (Electric)

63. One ¾-inch conduit with a 2-pair phone line shall be installed from the building's telephone service panel to the meter section of the customer's electrical switchgear or panel. (Electric)

64. It is the responsibility of the developer to ensure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

OTHER CONDITIONS OF APPROVAL:

65. Signs shown on the elevations are not approved as part of the Design Review Permit. A Sign Permit is required for all project signs. (Planning)

66. Following the installation of the landscaping, all landscape material shall be maintained in a healthy and weed-free condition; dead plant material shall be replaced immediately. All trees shall be maintained and pruned in accordance with the accepted practices of the International Society of Arboriculture (ISA). (Planning)

67. The City reserves the right to restrict vehicle turning movements within the public right-of-way in the future if deemed necessary by the City Engineer. (Engineering)

68. The required width of fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Minimum required widths and vertical clearances established by the Fire Code shall be maintained at all times during construction. Closure of accesses for fire apparatus by gates, barricades and other devices shall be prohibited unless approved by the Fire Chief. (Fire)

69. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)

70. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor or person responsible for the building permit must notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable of not and if site remediation is required. (Fire)

71. The location and design of the gas service shall be determined by PG&E. The design of the gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)

72. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance, project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday, provided that all construction equipment shall be fitted with factory installed muffling devices and be maintained in good working order. (Building)

73. The developer (or designated consultant) shall certify that the building foundation location has been placed according to all approved setback requirements shown on the approved site plan. The developer shall prepare a written statement confirming building placement and provide

an original copy to the City Building Division Field Inspector at the time of or prior to the foundation inspection. (Building)

74. Prior to Certificate of Occupancy, the applicant may apply for a Temporary Certificate of Occupancy (TCO) of the building. If a TCO is desired, the applicant must submit a written request to the Building Division a minimum of thirty (30) days prior to the expected temporary occupancy date and shall include a schedule for occupancy and a description of the purpose for the Temporary Certificate of Occupancy. (Building)

NOTICE TO PROJECT APPLICANT: All materials introduced at a public hearing or included with the project's staff report, including but not limited to exhibits, photographs, video or audio tapes, plan sets, architectural drawings, models, color and materials palettes, and maps must be retained by the Planning Division as a part of the public record for one year following the City's final action on the project. Official project file materials will be kept in conformance with the Planning Division's adopted retention schedule. Color renderings and material boards will be disposed of after the project is built and the project receives a certificate of occupancy or at the end of one year, whichever is later.

CC EXHIBIT A

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION

Notice is hereby given that, as Lead Agency, the City of Roseville, Development Services Department, Planning Division has prepared an Initial Study leading to a **Mitigated Negative Declaration** for the project referenced below. This Mitigated Negative Declaration is available for public review and comment.

Project Title/File#: WRSP PCL W-20 – Coffee Shack; File #PL20-0142
Project Location: 1875 Pleasant Grove Boulevard, Roseville, Placer County, CA; APN 017-152-018-000
Project Owner: Chris Winter, Pulte Home Company, LLC
Project Applicant: David Cobbs, Baker Williams Engineering Group
Project Planner: Kinarik Shallow, Associate Planner

Project Description: The proposed project is a 910-square-foot drive-through coffee kiosk with associated parking, lighting, and landscaping. The project entitlements include a General Plan Amendment and Specific Plan Amendment to modify the land use from Low Density Residential (LDR) to Community Commercial (CC), a Rezone from Single-Family Residential/Development Standards (R1/DS) to Community Commercial (CC), a Development Agreement Amendment to reflect the land use change, a Conditional Use Permit to allow a drive-through use contiguous to a residential zoned parcel, and a Design Review Permit to approve the building architecture and site design.

Document Review and Availability: The public review and comment period begins on January 15, 2021 and ends on February 4, 2021. The **Mitigated Negative Declaration** may be reviewed online at https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774505.

Written comments on the adequacy of the Mitigated Negative Declaration may be submitted to Kinarik Shallow, Associate Planner, at kshallow@roseville.ca.us and must be received no later than 5:00 pm on February 4, 2021. Due to the currently in place Placer County Stay at Home Directive, physical correspondence will not be able to be considered during the review period.

This project will be scheduled for a public hearing before the City's Planning Commission. At this hearing, the Planning Commission will consider the **Mitigated Negative Declaration** and associated project entitlements. A separate notice will be published once a hearing is scheduled.

Greg Bitter
Planning Manager

Dated: January 14, 2021

Publish: January 15, 2021

CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION
311 Vernon Street, Roseville, CA 95678 (916) 774-5276

MITIGATED NEGATIVE DECLARATION

Project Title/File Number:	WRSP PCL W-20 – Coffee Shack; File #PL20-0142
Project Location:	1875 Pleasant Grove Boulevard, Roseville, Placer County, CA; APN 017-152-018-000
Project Applicant:	David Cobbs, Baker Williams Engineering Group
Property Owner:	Chris Winter, Pulte Home Company, LLC
Lead Agency Contact Person:	Kinarik Shallow, Associate Planner - City of Roseville; (916) 746-1309
Date:	January 14, 2021

Project Description:

The proposed project is a 910-square-foot drive-through coffee kiosk with associated parking, lighting, and landscaping. The project entitlements include a General Plan Amendment and Specific Plan Amendment to modify the land use from Low Density Residential (LDR) to Community Commercial (CC), a Rezone from Single-Family Residential/Development Standards (R1/DS) to Community Commercial (CC), a Development Agreement Amendment to reflect the land use change, a Conditional Use Permit to allow a drive-through use contiguous to a residential zoned parcel, and a Design Review Permit to approve the building architecture and site design.

DECLARATION

The Planning Manager has determined that the above project will not have significant effects on the environment and therefore does not require preparation of an Environmental Impact Report. The determination is based on the attached initial study and the following findings:

A. The project will not have the potential to degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare or threatened species, reduce the number or restrict the range of rare or endangered plants or animals or eliminate important examples of the major periods of California history or prehistory.

B. The project will not have the potential to achieve short-term, to the disadvantage of long-term, environmental goals.

C. The project will not have impacts, which are individually limited, but cumulatively considerable.

D. The project will not have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly.

E. No substantial evidence exists that the project may have a significant effect on the environment.

F. The project incorporates all applicable mitigation measures identified in the attached initial study.

G. This Mitigated Negative Declaration reflects the independent judgment of the lead agency.

CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT–PLANNING DIVISION

311 Vernon St, Roseville, CA 95678 (916) 774-5276

INITIAL STUDY & ENVIRONMENTAL CHECKLIST

Project Title/File Number:	WRSP PCL W-20 – Coffee Shack; File #PL20-0142
Project Location:	1875 Pleasant Grove Boulevard, Roseville, Placer County, CA; APN 017-152-018-000
Project Description:	The proposed project is a 910-square-foot drive-through coffee kiosk with associated parking, lighting, and landscaping. The project entitlements include a General Plan Amendment and Specific Plan Amendment to modify the land use from Low Density Residential (LDR) to Community Commercial (CC), a Rezone from Single-Family Residential/Development Standards (R1/DS) to Community Commercial (CC), a Development Agreement Amendment to reflect the land use change, a Conditional Use Permit to allow a drive-through use contiguous to a residential zoned parcel, and a Design Review Permit to approve the building architecture and site design.
Project Applicant:	David Cobbs, Baker Williams Engineering Group
Property Owner:	Chris Winter, Pulte Home Company, LLC
Lead Agency Contact:	Kinarik Shallow, Associate Planner; Phone (916) 746-1309

This initial study has been prepared to identify and assess the anticipated environmental impacts of the above described project application. The document relies on previous environmental documents (see Attachments) and site-specific studies prepared to address in detail the effects or impacts associated with the project. Where documents were submitted by consultants working for the applicant, City staff reviewed such documents in order to determine whether, based on their own professional judgment and expertise, staff found such documents to be credible and persuasive. Staff has only relied on documents that reflect their independent judgment, and has not accepted at face value representations made by consultants for the applicant.

This document has been prepared to satisfy the California Environmental Quality Act (CEQA), (Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (14 CCR 15000 et seq.). CEQA requires that all state and local government agencies consider the environmental consequences of projects over which they have discretionary authority before acting on those projects.

The initial study is a public document used by the decision-making lead agency to determine whether a project may have a significant effect on the environment. If the lead agency finds substantial evidence that any aspect of the project, either individually or cumulatively, may have a significant effect on the environment, regardless of whether the overall effect of the project is adverse or beneficial, the lead agency is required to prepare an EIR. If the agency finds no substantial evidence that the project or any of its aspects may cause a significant effect on the environment, a negative declaration shall be prepared. If in the course of analysis, the agency recognizes that the project may have a significant impact on the environment, but that by incorporating specific mitigation measures to which the applicant agrees, the impact will be reduced to a less than significant effect, a mitigated negative declaration shall be prepared.

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PROJECT DESCRIPTION

Project Location

The 0.61-acre project site is located at 1851 Pleasant Grove Boulevard, at the southeastern intersection of Upland Drive and Pleasant Grove Boulevard (see Figure 1). The site has frontage on both Pleasant Grove Boulevard and Upland Drive. The subject property is identified as Parcel W-20 of the West Roseville Specific Plan (WRSP) and has a zoning designation of Single-Family Residential/Development Standards (R1/DS) and a General Plan land use designation of Low Density Residential (LDR).

Figure 1: Project Location

Background

The WRSP was approved by City Council in February 2004. The WRSP area includes 3,162 acres in the northwest portion of the City, west of Fiddyment Road and generally north of Pleasant Grove Boulevard. An Environmental Impact Report (EIR) was certified with the WRSP (State Clearinghouse #2002082057), which examined the impacts of Specific Plan buildout. This addressed the major cumulative impacts of developing the Specific Plan as a whole, including the subject property (Parcel W-20). Although Parcel W-20 has a land use designation of LDR, the WRSP has not allocated any residential units to the site. The parcel was intended to be a landscape gateway for the Plan area.

Environmental Setting

The project site is a triangular parcel that is undeveloped with the exception of frontage and landscape improvements along Pleasant Grove Boulevard to the north and Upland Drive to the west. Frontage improvements consist of sidewalks, curb, and gutter. The landscape along the frontage consists of street trees, accent trees, shrubs and groundcover. Vegetation on the site consists of native and non-native grasses. Excluding the landscaped area, there are no trees on the site. The site is adjacent to single-family residential uses to the north and east across Pleasant Grove Boulevard, a vacant High Density Residential (HDR) parcel to the south, and single-family residential uses to the west across Upland Drive. Table 1 below identifies the land use designation and uses of the site and surrounding properties.

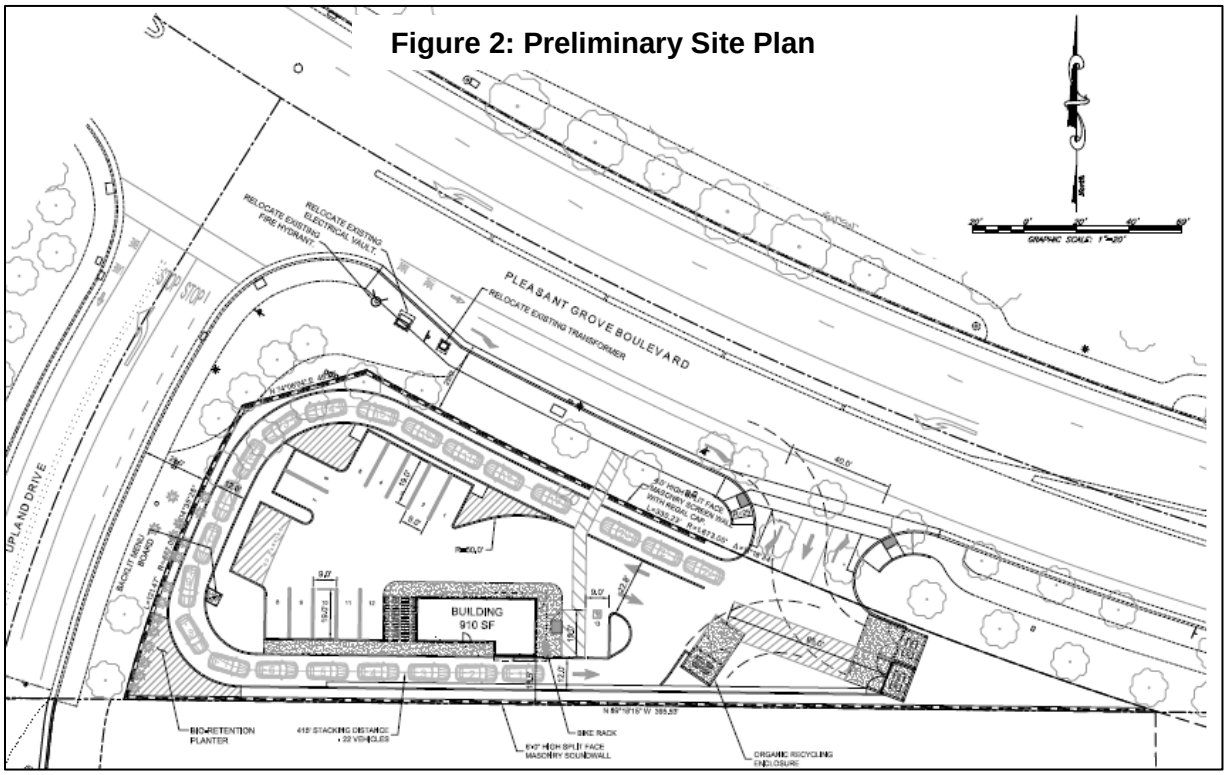
Table 1: Adjacent Zoning and Land Use

Location	Zoning	General Plan Land Use	Actual Use of Property
Site	Single-Family Residential/Development Standards (R1/DS)	Low Density Residential (LDR)	Vacant
North	Pleasant Grove Boulevard with RS/DS beyond	LDR-5	Single-Family Residential
South	Attached Housing (R3)	High Density Residential (HDR-21.2)	Vacant
East	Pleasant Grove Boulevard with RS/DS beyond	LDR-5	Single-Family Residential
West	R1/DS	LDR-4	Single-Family Residential

Proposed Project

The proposed project includes construction of a 910-square-foot building for a drive-through coffee shop with associated parking, lighting, and landscaping. The site will consist of a single drive-through lane and a walk-up window for customers. No indoor seating will be provided, however the project does include an outdoor seating area. A total of thirteen (13) parking spaces will be provided on-site. The drive-through lane has a stacking distance of 380 feet, measured from the entrance of the drive-through to the pick-up window, which amounts to a capacity of 19 vehicles. Access to the site will be provided by a new driveway on Pleasant Grove Boulevard that will allow for right-in/right-out turning movements, with two inbound lanes and one outbound lane. A new right-turn deceleration lane will also be provided eastbound on Pleasant Grove Boulevard for vehicles approaching the entrance to the site. Construction of the new driveway will require demolition and construction along the frontage of Pleasant Grove Boulevard.

Figure 2: Preliminary Site Plan



The site is currently zoned Single-Family Residential/Development Standards (R1/DS) and has a land use designation of Low Density Residential (LDR). Eating and drinking establishments, such as a drive-through coffee shop, is not a permitted use in the R1/DS zone. The project includes a General Plan Amendment, Specific Plan Amendment, and Rezone to amend the land use and zoning designation to Community Commercial (CC) to allow development of the drive-through coffee shop. The project also includes an Amendment to the Westpark Development Agreement to reflect the change in land use, a Conditional Use Permit to allow a drive-through use contiguous to a residential zoned parcel, and a Design Review Permit to approve the building architecture and site design.

CITY OF ROSEVILLE MITIGATION ORDINANCES, GUIDELINES, AND STANDARDS

For projects that are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified, CEQA Guidelines section 15183(f)allows a lead agency to rely on previously adopted development policies or standards as mitigation for the environmental effects, when the standards have been adopted by the City, with findings based on substantial evidence, that the policies or standards will substantially mitigate environmental effects, unless substantial new information shows otherwise (CEQA Guidelines §15183(f)). The City of Roseville adopted CEQA Implementing Procedures (Implementing Procedures) which are consistent with this CEQA Guidelines section. The current version of the Implementing Procedures were adopted in April 2008, along with Findings of Fact, as Resolution 08-172. The below regulations and ordinances were found to provide uniform mitigating policies and standards, and are applicable to development projects. The City's Mitigating Policies and Standards are referenced, where applicable, in the Initial Study Checklist.

- City of Roseville 2035 General Plan
- City of Roseville Zoning Ordinance (RMC Title 19)
- City of Roseville Improvement Standards (Resolution 02-37)
- City of Roseville Construction Standards (Resolution 01-208)
- Subdivision Ordinance (RMC Title 18)
- Noise Regulation (RMC Ch.9.24)
- Flood Damage Prevention Ordinance (RMC Ch.9.80)
- Drainage Fees (Dry Creek [RMC Ch.4.49] and Pleasant Grove Creek [RMC Ch.4.48])
- West Placer Stormwater Quality Design Manual (Resolution 16-152)
- Urban Stormwater Quality Management and Discharge Control Ordinance (RMC Ch. 14.20)
- Traffic Mitigation Fee (RMC Ch.4.44)
- Highway 65 Joint Powers Authority Improvement Fee (Resolution 2008-02)
- South Placer Regional Transportation Authority Transportation and Air Quality Mitigation Fee (Resolution 09-05)
- Tree Preservation Ordinance (RMC Ch.19.66)
- Community Design Guidelines (Resolution 95-347)
- Specific Plan Design Guidelines:
    - West Roseville Specific Plan and Design Guidelines (Resolution 04-40)

OTHER ENVIRONMENTAL DOCUMENTS RELIED UPON

- Amoruso Ranch Specific Plan Final Environmental Impact Report, located online at: http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774579

- West Roseville Specific Plan Environmental Impact Report (SCH #2002082057), located online at: http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775152

Pursuant to CEQA Guidelines Section 15183, any project which is consistent with the development densities established by zoning, a Community Plan, or a General Plan for which an EIR was certified shall not require additional environmental review, except as may be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. The Amoruso Ranch Specific Plan EIR updated the City's General Plan to 2035, and updated Citywide analyses of traffic, water supply, water treatment, wastewater treatment, and waste disposal. The proposed project is consistent with the adopted land use designations examined within the environmental documents listed above. This Initial Study focuses on effects particular to the specific project site, impacts which were not analyzed within the EIR, and impacts which may require revisiting due to substantial new information. When applicable, the topical sections within the Initial Study summarize the findings within the environmental documents listed above. The analysis, supporting technical materials, and findings of the environmental document are incorporated by reference, and are available for review at the Civic Center, 311 Vernon Street, Roseville, CA.

EXPLANATION OF INITIAL STUDY CHECKLIST

The California Environmental Quality Act (CEQA) Guidelines recommend that lead agencies use an Initial Study Checklist to determine potential impacts of the proposed project on the physical environment. The Initial Study Checklist provides a list of questions concerning a comprehensive array of environmental issue areas potentially affected by this project. This section of the Initial Study incorporates a portion of Appendix G Environmental Checklist Form, contained in the CEQA Guidelines. Within each topical section (e.g. Air Quality) a description of the setting is provided, followed by the checklist responses, thresholds used, and finally a discussion of each checklist answer.

There are four (4) possible answers to the Environmental Impacts Checklist on the following pages. Each possible answer is explained below:

1) A "Potentially Significant Impact" is appropriate if there is enough relevant information and reasonable inferences from the information that a fair argument based on substantial evidence can be made to support a conclusion that a substantial, or potentially substantial, adverse change may occur to any of the physical conditions within the area affected by the project. When one or more "Potentially significant Impact" entries are made, an EIR is required.

2) A "Less Than Significant With Mitigation" answer is appropriate when the lead agency incorporates mitigation measures to reduce an impact from "Potentially Significant" to "Less than Significant." For example, floodwater impacts could be reduced from a potentially-significant level to a less-than-significant level by relocating a building to an area outside of the floodway. The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less-than-significant level. Mitigation measures are identified as MM followed by a number.

3) A "Less Than significant Impact" answer is appropriate if there is evidence that one or more environmental impacts may occur, but the impacts are determined to be less than significant, or the application of development policies and standards to the project will reduce the impact(s) to a less-than-significant level. For instance, the application of the City's Improvement Standards reduces potential erosion impacts to a less-than-significant level.

4) A "No Impact" answer is appropriate where it can be demonstrated that the impact does not have the potential to adversely affect the environment. For instance, a project in the center of an urbanized area with no agricultural lands on or adjacent to the project area clearly would not have an adverse effect on

agricultural resources or operations. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources cited in the Initial Study. Where a "No Impact" answer is adequately supported by the information sources cited in the Initial Study, further narrative explanation is not required. A "No Impact" answer is explained when it is based on project-specific factors as well as generous standards.

All answers must take account of the whole action involved, including off- and on-site, indirect, direct, construction, and operation impacts, except as provided for under State CEQA Guidelines.

INITIAL STUDY CHECKLIST

I. Aesthetics

The project site is a triangular-shaped parcel located in a typical urbanized setting within a residential zoned area of the City's West Roseville Specific Plan (WRSP) area. Public views of the site are from Pleasant Grove Boulevard to the north (a four-lane arterial roadway) and Upland Drive (a collector roadway) to the west, and their adjacent sidewalks. The foreground of the view includes completed landscaping, which includes street trees, groundcover, and shrubs. The site itself contains no distinct topography or other visual elements. Surrounding uses include a single-family subdivision to the north, east, and west, and an undeveloped High Density Residential parcel to the south.

Except as provided in Public Resources Code Section 21099, would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			X	

Thresholds of Significance and Regulatory Setting:

The significance of an environmental impact cannot always be determined through the use of a specific, quantifiable threshold. CEQA Guidelines Section 15064(b) affirms this by the statement "an ironclad definition of significant effect is not always possible because the significance of an activity may vary with the setting." This is particularly true of aesthetic impacts. As an example, a proposed parking lot in a dense urban center would have markedly different visual effects than a parking lot in an open space area. For the purpose of this study, the significance thresholds are as stated in CEQA Guidelines Appendix G, as shown in a–d of the checklist below. The Findings of the Implementing Procedures indicate that compliance with the Zoning Ordinance (e.g. building height, setbacks, etc.), Subdivision Ordinance (RMC Ch. 18), Community Design Guidelines (Resolution 95-347), and applicable Specific Plan Policies and/or Specific Plan Design Guidelines will prevent significant impacts in urban settings as it relates to items a and b, below.

Discussion of Checklist Answers:

a–b) There are no designated or eligible scenic vistas or scenic highways within or adjacent to the City of Roseville.

c) The project site is in an urban setting and has street frontage along the northern and western property lines, with low density residential uses to the north, east, and west, and a future high density residential parcel to the south. The City of Roseville has adopted Community Design Guidelines (CDG) to establish common design elements and expectations for development within the City. The CDG includes provisions related to architectural design, site design and landscape design, to enhance the visual character of the urban environment. The project has been reviewed by City staff and was found to be consistent with the goals and policies of the CDG, the WRSP, and applicable zoning regulations. As such, impacts of the project related to this criterion are less than significant.

d) The project involves nighttime lighting to provide for the security and safety of project users. However, the project is already located within an urbanized setting with many existing lighting sources. Lighting for the project is conditioned to comply with City standards (i.e., Community Design Guidelines) to limit the height of light standards and to require cut-off lenses and glare shields to minimize light and glare impacts. The project will not create a new source of substantial light. None of the project elements are highly reflective, and therefore the project will not contribute to an increased source of glare. Impacts of the project are less than significant.

II. Agricultural & Forestry Resources

The State Department of Conservation oversees the Farmland Mapping and Monitoring Program, which was established to document the location, quality, and quantity of agricultural lands, and the conversion of those lands over time. The primary land use classifications on the maps generated through this program are: Urban and Built Up Land, Grazing Land, Farmland of Local Importance, Unique Farmland, Farmland of Statewide Importance, and Prime Farmland. According to the current California Department of Conservation Placer County Important Farmland Map (2012), the majority of the City of Roseville is designated as Urban and Built Up Land and most of the open space areas of the City are designated as Grazing Land. There are a few areas designated

as Farmland of Local Importance and two small areas designated as Unique Farmland located on the western side of the City along Baseline Road. The current Williamson Act Contract map (2013/2014) produced by the Department of Conservation shows that there are no Williamson Act contracts within the City, and only one (on PFE Road) that is adjacent to the City. None of the land within the City is considered forest land by the Board of Forestry and Fire Protection.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

Thresholds of Significance and Regulatory Setting:

Unique Farmland, Farmland of Statewide Importance, and Prime Farmland are called out as protected farmland categories within CEQA Guidelines Appendix G. Neither the City nor the State has adopted quantified significance thresholds related to impacts to protected farmland categories or to agricultural and forestry resources. For the purpose of this study, the significance thresholds are as stated in CEQA Guidelines Appendix G, as shown in a–e of the checklist above.

Discussion of Checklist Answers:

a–e) The project site is not used for agricultural purposes, does not include agricultural zoning, is not within or adjacent to one of the areas of the City designated as a protected farmland category on the Placer County Important Farmland map, is not within or adjacent to land within a Williamson Act Contract, and is not considered forest land. Given the foregoing, the proposed project will have no impact on agricultural resources.

III. Air Quality

The City of Roseville, along with the south Placer County area, is located in the Sacramento Valley Air Basin (SVAB). The SVAB is within the Sacramento Federal Ozone Non-Attainment Area. Under the Clean Air Act, Placer County has been designated a "serious non-attainment" area for the federal 8-hour ozone standard, “non-attainment” for the state ozone standard, and a "non-attainment" area for the federal and state PM_{10} standard (particulate matter less than 10 microns in diameter). Within Placer County, the Placer County Air Pollution Control District (PCAPCD) is responsible for ensuring that emission standards are not violated.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Result in a cumulatively considerable net increase of any criteria for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X	
c) Expose sensitive receptors to substantial pollutant concentrations?			X	
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	

Thresholds of Significance and Regulatory Setting:

In responding to checklist items a, b, and d, project-related air emissions would have a significant effect if they would result in concentrations that either violate an ambient air quality standard or contribute to an existing air quality violation. To assist in making this determination, the PCAPCD adopted thresholds of significance, which were developed by considering both the health-based ambient air quality standards and the attainment strategies outlined in the State Implementation Plan. The PCAPCD-recommended significance threshold for reactive organic gases (ROG) and nitrogen oxides (NO_x) is 82 pounds daily during construction and 55 pounds daily during operation, and for particulate matter (PM) is 82 pounds per day during both construction and operation. For all other constituents, significance is determined based on the concentration-based limits in the Federal and State Ambient Air Quality Standards. Toxic Air Contaminants (TAC) are also of public health concern, but no thresholds or standards are provided because they are considered to have no safe level of exposure. Analysis of TAC is based on the *Air Quality and Land Use Handbook – A Community Health Perspective (*April 2005, California Air Resources Board), which lists TAC sources and recommended buffer distances from sensitive uses. For checklist item c, the PCAPCD's *CEQA Air Quality Handbook* (*Handbook*) recommends that the same thresholds used for the project analysis be used for the cumulative impact analysis.

With regard to checklist item d, there are no quantified significance thresholds for exposure to objectionable odors. Significance is determined after taking into account multiple factors, including screening distances from odor sources (as found in the PCAPCD CEQA Handbook), the direction and frequency of prevailing winds, the time of day when odors are present, and the nature and intensity of the odor source.

Discussion of Checklist Answers:

a-c) Analyses are not included for sulfur dioxide, lead, and other constituents because there are no mass emission thresholds; these are concentration-based limits in the Federal and State Ambient Air Quality Standards which require substantial, point-source emissions (e.g. refineries, concrete plants, etc) before exceedance will occur, and the SVAB is in attainment for these constituents. Likewise, carbon monoxide is not analyzed because the SVAB is in attainment for this constituent, and it requires high localized concentrations (called carbon monoxide "hot spots") before the ambient air quality standard would be exceeded. "Hot spots" are typically associated with heavy traffic congestion occurring at high-volume roadway intersections. The Amoruso Ranch EIR analysis of Citywide traffic indicated that 198 out of 226 signalized intersections would operate at level of service C or better—that is, they will not experience heavy traffic congestion. It further indicated that analyses of existing CO concentrations at the most congested intersections in Roseville show that CO levels are well below federal and state ambient air quality standards. The discussions below focus on emissions of ROG**,** NO_x, or PM. A project-level analysis has been prepared to determine whether the project will, on a singular level, exceed the established thresholds.

The PCAPCD recommends that lead agencies use the California Emissions Estimator Model (CalEEMod) to quantify a project's construction and operational emissions for criterial air pollutants (NOX, ROG, and PM). The results are then compared to the significance thresholds established by the district, as detailed above. According to PCAPCD's published screening table, general commercial projects smaller than 249,099 square feet will not result in NOX emissions that exceed 55 lbs/day. Typically, NOX emissions are substantially higher than ROG and PM10; therefore, it can be assumed that projects that do not exceed the NOX threshold will not exceed the ROG and PM10 thresholds, and will not result in a significant impact related to operational emissions.

The project proposes the construction of a 910-square-foot building, which is well below PCAPCD's modeled example. Given its small size, the project is not expected to result in construction or operational emissions that would exceed the district's thresholds for significance. To substantiate this assumption, the proposed project's emissions were modeled using CalEEMod (version 2016.3.2). The CalEEMod was run using the model defaults as well as project specific information such as land use and building square footage. The results are included as Attachment 2 and are summarized in Table 2 below. The modeled emissions for the project do not exceed

the construction and operational thresholds of significance. Therefore, the project will not result in a significant impact related to construction or operational emissions. Impacts are less than significant.

Table 2: CalEEMod Results

Pollutant	Project Emissions (lbs/day)	Significance Threshold (lbs/day)	Exceeds Threshold?
Construction Emissions			
ROG	1.9	82	No
NO_x	7.9	82	No
PM_{10}	1.24	82	No
Operational Emissions			
ROG	1.03	55	No
NO_x	5.29	55	No
PM_{10}	1.33	82	No

The project must also comply with all applicable PCAPCD rules and regulations. The project would not substantially contribute to the region's nonattainment status for ozone or particulate matter, and implementation of the project will not violate an air quality standard or contribute to an existing or projected air quality violation. In addition, because the proposed project would not produce substantial emissions of criteria air pollutants, adjacent residents or businesses would not be exposed to significant levels of pollutant concentrations during construction or operation. Therefore, implementation of the proposed project would result in less-than-significant impacts.

With regard to TAC, there are hundreds of constituents which are considered toxic, but they are typically generated by stationary sources like gas stations, facilities using solvents, and heavy industrial operations. The proposed project is not a TAC-generating use, nor is it within the specified buffer area of a TAC-generating use, as established in the *Air Quality and Land Use Handbook – A Community Health Perspective*. Impacts are less than significant.

d) Diesel fumes from construction equipment and delivery trucks are often found to be objectionable; however, construction is temporary and diesel emissions are minimal and regulated. Typical urban projects such as residences and retail businesses generally do not result in substantial objectionable odors when operated in compliance with City Ordinances (e.g. proper trash disposal and storage). The Project is a typical urban development that lacks any characteristics that would cause the generation of substantial unpleasant odors. Thus, construction and operation of the proposed project would not result in the creation of objectionable odors affecting a substantial number of people. A review of the project surroundings indicates that there are no substantial odor-generating uses near the project site; the project location meets the recommended screening distances from odor-generators provided by the PCAPCD. Impacts related to odors are less than significant.

IV. Biological Resources

The project site is undeveloped with the exception of frontage and landscape improvements along Pleasant Grove Boulevard to the north and Upland Drive to the west. Frontage improvements consist of sidewalks, curb, and gutter. The landscape along the frontage consists of street trees, accent trees, shrubs and groundcover. Vegetation on the site consists of native and non-native grasses. Excluding the landscaped area, there are no trees on the site. There are no existing wetland features or designated open space areas on the site. The site is adjacent to single-family residential uses to the north and east across Pleasant Grove Boulevard, a vacant High Density Residential (HDR) parcel to the south, and single-family residential uses to the west across Upland Drive.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		X		
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?			X	
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

Thresholds of Significance and Regulatory Setting:

There is no ironclad definition of significance as it relates to biological resources. Thus, the significance of impacts to biological resources is defined by the use of expert judgment supported by facts, and relies on the policies, codes, and regulations adopted by the City and by regulatory agencies which relate to biological resources (as cited and described in the Discussion of Checklist Answers section). Thresholds for assessing the significance of environmental impacts are based on the CEQA Guidelines checklist items a–f, above. Consistent with CEQA Guidelines Section 15065, a project may have a significant effect on the environment if:

> The project has the potential to substantially degrade the quality of the environment*;* substantially reduce the habitat of a fish or wildlife species*;* cause a fish or wildlife population to drop below self-sustaining levels*;* threaten to eliminate a plant or animal community; [or] substantially reduce the number or restrict the range of an endangered, rare or threatened species . . .

Various agencies regulate impacts to the habitats and animals addressed by the CEQA Guidelines checklist. These include the United States Fish and Wildlife Service, National Oceanic and Atmospheric Administration–Fisheries, United States Army Corps of Engineers, Central Valley Regional Water Quality Control Board, and California Department of Fish and Wildlife. The primary regulations affecting biological resources are described in the sections below.

Checklist item a addresses impacts to special status species. A “special status” species is one which has been identified as having relative scarcity and/or declining populations. Special status species include those formally listed as threatened or endangered, those proposed for formal listing, candidates for federal listing, and those classified as species of special concern. Also included are those species considered to be “fully protected” by the California Department of Fish and Wildlife (California Fish and Wildlife), those granted “special animal” status for tracking and monitoring purposes, and those plant species considered to be rare, threatened, or endangered

in California by the California Native Plant Society (CNPS). The primary regulatory protections for special status species are within the Federal Endangered Species Act, California Endangered Species Act, California Fish and Game Code, and the Federal Migratory Bird Treaty Act (MBTA).

Checklist item b addresses all "sensitive natural communities" that may be affected by local, state, or federal regulations/policies while checklist item c focuses specifically on one type of such a community: federally-protected wetlands. Focusing first on wetlands, there are two questions to be posed in examining wet habitats: the first is whether the wetted area meets the technical definition of a wetland, making it subject to checklist item b, and the second is whether the wetland is subject to federal jurisdiction, making it subject to checklist item c. The 1987 Army Corps Wetlands Delineation Manual is used to determine whether an area meets the technical criteria for a wetland. A delineation verification by the Army Corps verifies the size and condition of the wetlands and other waters in question, and determines the extent of government jurisdiction as it relates to Section 404 of the Federal Clean Water Act and Section 401 of the State Clean Water Act.

The Clean Water Act protects all "navigable waters", which are defined as traditional navigable waters that are or were used for commerce, or may be used for interstate commerce; tributaries of covered waters; and wetlands adjacent to covered waters, including tributaries. Non-navigable waters are called isolated wetlands, and are not subject to either the Federal or State Clean Water Act. Thus, isolated wetlands are not subject to federal wetland protection regulations. However, in addition to the Clean Water Act, the State also has jurisdiction over impacts to surface waters through the Porter-Cologne Water Quality Control Act (Porter-Cologne), which does not require that waters be "navigable". For this reason, isolated wetlands are regulated by the State of California pursuant to Porter-Cologne. The City of Roseville General Plan also provides protection for wetlands, including isolated wetlands, pursuant to the General Plan Open Space and Conservation Element. Federal, State and City regulations/policies all seek to achieve no net loss of wetland acreage, values, or function.

Aside from wetlands, checklist item b also addresses other "sensitive natural communities," which includes any habitats protected by local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. The City of Roseville General Plan Open Space and Conservation Element includes policies for the protection of riparian areas (streamside habitat) and floodplain areas; these are Vegetation and Wildlife section Policies 2 and 3. Policy 4 also directs preservation of additional area around stream corridors and floodplain if there is sensitive woodland, grassland, or other habitat which could be made part of a contiguous open space area. Other than wetlands, which were already discussed, US Fish and Wildlife and California Department of Fish and Wildlife habitat protections generally result from species protections, and are thus addressed via checklist item a.

For checklist item d, there are no regulations specific to the protection of migratory corridors. This item is addressed by an analysis of the habitats present in the vicinity and analyzing the probable effects on access to those habitats which will result from a project.

The City of Roseville Tree Preservation ordinance (RMC Ch.19.66) requires protection of native oak trees, and compensation for oak tree removal. The Findings of the Implementing Procedures indicate that compliance with the City of Roseville Tree Preservation ordinance (RMC Ch.19.66) will prevent significant impacts related to loss of native oak trees, referenced by item e, above.

Regarding checklist item f, there are no adopted Habitat Conservation Plans within the City of Roseville.

Discussion of Checklist Answers:

a-b) A Biological Resource Assessment was prepared as part of the WRSP. The assessment included a list of species with the potential to occur within the WRSP plan area based on surveys conducted by the project biologists. A review of this list determined that the project site contains potential foraging habitat for Swainson's hawks. Strategies for preserving on-site grasslands as raptor and migratory bird foraging habitat were addressed

in the Operations & Maintenance Plan prepared pursuant to the Clean Water Act Section 404 Permit obtained for the WRSP. Mitigation for Swainson's hawk foraging habitat would concurrently mitigate for loss of habitat for a number of other wildlife species in the region such as burrowing owl, red-tailed hawk, white-tailed kite, northern harrier, and loggerhead shrike among many others. The WRSP EIR included a Swainson's hawk Grassland Habitat Mitigation Plan that was developed based upon consultation with California Department of Fish and Wildlife (CDFW), to mitigate for the loss of grassland foraging habitat. Pursuant to the WRSP EIR Mitigation Measure 4.7-8, the Swainson's hawk Grassland Habitat Mitigation Program shall be implemented by the project applicants prior to approval of grading permits. As this is a requirement of the specific plan, no mitigation is required. This measure will ensure that no special status species are impacted during grading and ground disturbing activities. Although the site lacks habitat, construction activities have potential to disrupt offsite nesting species. **Mitigation Measure BIO-1** is required to ensure that special status migratory birds and raptors are not harmed. Ground disturbing activities shall not occur during the active nesting season. However, if it is necessary to conduct such activities during the nesting season, preconstruction surveys and mitigation as described in **Mitigation Measure BIO-1** would be required to ensure that fully protected bird and raptor species are not injured or disturbed by construction in the vicinity of nesting habitat. With implementation of this measure, impacts are less than significant.

c) No wetland features are present on the subject property; thus, the project will have no impact with regard to this criterion.

d) The City includes an interconnected network of open space corridors and preserves located throughout the City, to ensure that the movement of wildlife is not substantially impeded as the City develops. The development of the project site will not negatively impact these existing and planned open space corridors, nor is the project site located in an area that has been designated by the City, United States Fish and Wildlife, or California Department of Fish and Wildlife as vital or important for the movement of wildlife or the use of native wildlife nursery sites.

e) There are no biological resources on the project site which are protected by City policies or ordinances.

f) There are no Habitat Conservation Plans; Natural Community Conservation Plans; or other approved local, regional, or state habitat conservation plans that apply to the project site.

V. Cultural Resources

As described within the Open Space and Conservation Element of the City of Roseville General Plan, the Roseville region was within the territory of the Nisenan (also Southern Maidu or Valley Maidu). Two large permanent Nisenan habitation sites have been identified and protected within the City's open space (in Maidu Park). Numerous smaller cultural resources, such as midden deposits and bedrock mortars, have also been recorded in the City. The gold rush which began in 1848 marked another settlement period, and evidence of Roseville's ranching and mining past are still found today. Historic features include rock walls, ditches, low terraces, and other remnants of settlement and activity. A majority of documented sites within the City are located in areas designated for open space uses.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of an historic resource pursuant to Section 15064.5?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?			X	
c) Disturb any human remains, including those interred outside of dedicated cemeteries?			X	

Thresholds of Significance and Regulatory Setting:

The significance of impacts to cultural resources is based directly on the CEQA Guidelines checklist items a–e listed above. The Archaeological, Historic, and Cultural Resources section of the City of Roseville General Plan also directs the proper evaluation of and, when feasible, protection of significant resources (Policies 1 and 2). There are also various federal and State regulations regarding the treatment and protection of cultural resources, including the National Historic Preservation Act and the Antiquities Act (which regulate items of significance in history), Section 7050.5 of the California Health and Safety Code, Section 5097.9 of the California Public Resources Code (which regulates the treatment of human remains) and Section 21073 et seq. of the California Public Resources Code (regarding Tribal Cultural Resources). The CEQA Guidelines also contains specific sections, other than the checklist items, related to the treatment of effects on historic resources.

Pursuant to the CEQA Guidelines, if it can be demonstrated that a project will cause damage to a unique archaeological resource, the lead agency may require reasonable efforts to be made to permit any or all of these resources to be preserved in place or left in an undisturbed state. To the extent that they cannot be left undisturbed, mitigation measures are required (Section 21083.2 (a), (b), and (c)). A *historical resource* is a resource listed, or determined to be eligible for listing, in the California Register of Historical Resources (CRHR) (Section 21084.1); a resource included in a local register of historical resources (Section 15064.5(a)(2)); or any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant (Section 15064.5 (a)(3)). Public Resources Code Section 5024.1 requires evaluation of historical resources to determine their eligibility for listing on the CRHR.

Discussion of Checklist Answers:

a–c) No cultural resources are known to exist on the project site per the WRSP EIR; however, standard mitigation measures apply which are designed to reduce impacts to cultural resources, should any be found on-site (WRSP MM 4.8-1 and MM 4.8-10, listed below). The measures requires an immediate cessation of work, and contact with the appropriate agencies to address the resource before work can resume. This mitigation need not be applied herein, as it is already applicable and required of the project pursuant to the WRSP. The project will not result in any new impacts beyond those already discussed and disclosed in the WRSP EIR. Compliance with policies intended to protect cultural resources will ensure that project-specific impacts are less than significant.

2004 WRSP EIR MM 4.8-1: 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, and the City of Roseville shall be immediately notified. At that time, the City shall coordinate any necessary investigation of the site with qualified archaeologists as needed to assess the resource and provide

proper management recommendations. Possible management recommendations for important resources could include resource avoidance or data recovery excavations. The contractor shall implement any measures deemed necessary for the protection of the cultural resources. In addition, pursuant to section 5097.98 of 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.

2004 WRSP EIR MM 4.8-10: Cease Work Until Review Conducted by Qualified Paleontologist and Recommendations Implemented: Should any evidence of paleontological resources (e.g., fossils) be encountered during grading or excavation, work shall be suspended within 100 feet of the find, and the City of Roseville shall be immediately notified. At that time, the City shall coordinate any necessary investigation of the site with a qualified paleontologist to assess the resource and provide proper management recommendations. Possible management recommendations for important resources could include resource avoidance or data recovery excavations. The contractor shall implement any measures deemed necessary by the paleontologist for the protection of the paleontological resources.

VI. Energy

Roseville Electric provides electrical power in the City and Pacific Gas and Electric (PG&E) provides natural gas. The City purchases wholesale electrical power from both the Western Area Power Administration (WAPA), which is generated by the federal government's Central Valley Project, which produces 100 percent hydroelectric energy sources from a system of dams, reservoirs, and power plants within central and northern California. In addition, up to 50 percent of the City's power is generated at the City-owned Roseville Energy Park (REP). The REP is a 160 megawatt natural-gas-fired power plant that uses a combined cycle gas turbine technology. The City also owns the 48 megawatt combustion-turbine Roseville Power Plant 2 (REP 2), which is used for peaking energy. The City's electric power mix varies from year-to-year, but according to the most recent Citywide energy analysis (the Amoruso Ranch Environmental Impact Report), the mix in 2013/2014 was 25% eligible renewable (geothermal, small hydroelectric, and wind), 14% hydroelectric, 48% natural gas, and 13% from other sources (power purchased by contract).

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X	

Thresholds of Significance and Regulatory Setting:

Established in 2002, California's Renewable Portfolio Standard (RPS) currently requires that 33 percent of electricity retail sales by served by renewable energy resources by 2020, and 50 percent by 2030. The City published a Renewables Portfolio Standard Procurement Plan in June 2018, and continues to comply with the

RPS reporting and requirements and standards. There are no numeric significance thresholds to define "wasteful, inefficient, or unnecessary" energy consumption, and therefore significance is based on CEQA Guidelines checklist items a and b, above, and by the use of expert judgment supported by facts, relying on the policies, codes, and regulations adopted by the City and by regulatory agencies which relate to energy. The analysis considers compliance with regulations and standards, project design as it relates to energy use (including transportation energy), whether the project will result in a substantial unplanned demand on the City's energy resources, and whether the project will impede the ability of the City to meet the RPS standards.

Discussion of Checklist Answers:

a-b) The project would consume energy both during project construction and during project operation. During construction, fossil fuels, electricity, and natural gas would be used by construction vehicles and equipment. However, the energy consumed during construction would be temporary, and would not represent a significant demand on available resources. There are no unusual project characteristics that would necessitate the use of construction equipment or methods that would be less energy-efficient or which would be wasteful.

The completed project would consume energy related to building operation, exterior lighting, landscape irrigation and maintenance, and vehicle trips to and from the use. In accordance with California Energy Code Title 24, the project would be required to meet the Building Energy Efficiency Standards. This includes standards for water and space heating and cooling equipment; insulation for doors, pipes, walls, and ceilings; and appliances, to name a few. The project would also be eligible for rebates and other financial incentives from both the electric and gas providers for the purchase of energy-efficient appliances and systems, which would further reduce the operational energy demand of the project. The project was distributed to both PG&E and Roseville Electric for comments, and was found to conform to the standards of both providers; energy supplies are available to serve the project.

VII. Geology and Soils

As described in the Safety Element of the City of Roseville General Plan, there are three inactive faults (Volcano Hill, Linda Creek, and an unnamed fault) in the vicinity, but there are no known active seismic faults within Placer County. The last seismic event recorded in the South Placer area occurred in 1908, and is estimated to have been at least a 4.0 on the Richter Scale. Due to the geographic location and soil characteristics within the City, the General Plan indicates that soil liquefaction, landslides, and subsidence are not a significant risk in the area.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
i) Ruptures of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)			X	
• Strong seismic ground shaking?			X	
• Seismic-related ground failure, including liquefaction?			X	
• Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located in a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?				X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to geology and soils is based directly on the CEQA Guidelines checklist items a–e listed above. Regulations applicable to this topic include the Alquist-Priolo Act, which addresses earthquake safety in building permits, and the Seismic Hazards Mapping Act, which requires the state to gather and publish data on the location and risk of seismic faults.

The Findings of the Implementing Procedures indicate that compliance with the Flood Damage Prevention Ordinance (RMC Ch.9.80) and Design/Construction Standards (Resolution 07-107) will prevent significant impacts related to checklist item b. The Ordinance and standards include permit requirements for construction and development in erosion-prone areas and ensure that grading activities will not result in significant soil erosion or loss of topsoil. The use of septic tanks or alternative waste systems is not permitted in the City of Roseville, and therefore no analysis of criterion e is necessary.

Discussion of Checklist Answers:

a) The project will not expose people or structures to potential substantial adverse effects involving seismic shaking, ground failure or landslides.

i–iii) According to United States Geological Service mapping and literature, active faults are largely considered to be those which have had movement within the last 10,000 years (within the Holocene or Historic time periods)[1] and there are no major active faults in Placer County. The California Geological Survey has prepared a map of the state which shows the earthquake shaking potential of areas throughout California based primarily on an area's distance from known active faults. The map shows that the City lies in a relatively low-intensity ground-shaking zone. Commercial, institutional, and residential buildings as well as all related infrastructure are required, in conformance with Chapter 16, *Structural Design Requirements*, Division IV, *Earthquake Design* of the California Building Code, to lessen the exposure to potentially damaging vibrations through seismic-resistant design. In compliance with the Code, all structures in the Project area would be well-built to withstand ground shaking from possible earthquakes in the region; impacts are less than significant.

iv) Landslides typically occur where soils on steep slopes become saturated or where natural or manmade conditions have taken away supporting structures and vegetation. The existing and proposed slopes of the project site are not steep enough to present a hazard during development or upon completion of the project. In addition, measures would be incorporated during construction to shore minor slopes and prevent potential earth movement. Therefore, impacts associated with landslides are less than significant.

b) Grading activities will result in the disruption, displacement, compaction and over-covering of soils associated with site preparation (grading and trenching for utilities). Grading activities for the project will be limited to the project site. Grading activities require a grading permit from the Engineering Division. The grading permit is reviewed for compliance with the City's Improvement Standards, including the provision of proper drainage, appropriate dust control, and erosion control measures. Grading and erosion control measures will be incorporated into the required grading plans and improvement plans. Therefore, the impacts associated with disruption, displacement, and compaction of soils associated with the project are less than significant.

c, d) A review of the Natural Resources Conservation Service Soil Survey for Placer County, accessed via the Web Soil Survey (http://websoilsurvey.nrcs.usda.gov/app/), indicates that the soils on the site are Cometa-Fiddyment complex, 1 to 5 percent slopes, and San Joaquin-Cometa sandy loams, 1 to 5 percent slopes which are not listed as geologically unstable or sensitive. Therefore, the project has no impacts related to this criteria.

[1] United States Geological Survey, http://earthquake.usgs.gov/learn/glossary/?term=active%20fault, Accessed January 2016

f) No paleontological resources are known to exist on the project site per the WRSP EIR; however, standard mitigation measures apply which are designed to reduce impacts to such resources, should any be found on-site. The measure requires an immediate cessation of work, and contact with the appropriate agencies to address the resource before work can resume. With these measures in place, project-specific impacts are less than significant.

VIII. Greenhouse Gases

Greenhouse gases trap heat in the earth's atmosphere. The principal greenhouse gases (GHGs) that enter the atmosphere because of human activities are carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), and fluorinated gases. As explained by the United States Environmental Protection Agency[2], global average temperature has increased by more than 1.5 degrees Fahrenheit since the late 1800s, and most of the warming of the past half century has been caused by human emissions. The City has taken proactive steps to reduce greenhouse gas emissions, which include the introduction of General Plan policies to reduce emissions, changes to City operations, and climate action initiatives.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

Thresholds of Significance and Regulatory Setting:

In Assembly Bill 32 (the California Global Warming Solutions Act), signed by Governor Schwarzenegger of California in September 2006, the legislature found that climate change resulting from global warming was a threat to California, and directed that "the State Air Resources Board design emissions reduction measures to meet the statewide emissions limits for greenhouse gases . . .". The target established in AB 32 was to reduce emissions to 1990 levels by the year 2020. CARB subsequently prepared the *Climate Change Scoping Plan* (Scoping Plan) for California, which was approved in 2008. The Scoping Plan provides the outline for actions to reduce California's GHG emissions. CARB's updated August 2011 Scoping Plan calculated a reduction needed of 21.7% from future "Business As Usual" (BAU) conditions in the year 2020. The current Scoping Plan (adopted May 2014) indicates that statewide emissions of GHG in 1990 amounted to 431 million metric tons, and that the 2020 "Business As Usual" (BAU) scenario is estimated as 509[3] million metric tons, which would require a reduction of 15.3% from 2020 BAU. In addition to this, Senate Bill 32 was signed by the Governor on September 8, 2016, to establish a reduction target of 40 percent below 1990 levels by 2030. The Air Resources Board is currently updating the Scoping Plan to reflect this target.

[2] http://www3.epa.gov/climatechange/science/overview.html, Accessed January 2016

[3] Includes Pavely and Renewables Portfolio Standard reduction

The Placer County Air Pollution Control District (PCAPCD) recommends that thresholds of significance for GHG be related to AB 32 reduction goals, and has adopted thresholds of significance which take into account the 2030 reduction target. The thresholds include a de minimis and a bright-line maximum threshold. Any project emitting less than 1,100 metric tons of carbon dioxide equivalents per year (MT CO_2e/yr) during construction or operation results in less than significant impacts. The PCAPCD considers any project with emissions greater than the bright-line cap of 10,000 MT CO_2e/yr to have significant impacts. For projects exceeding the de minimum threshold but below the bright-line threshold, comparison to the appropriate efficiency threshold is recommended. The significance thresholds are shown in Table 3 below.

Table 3: GHG Significance Thresholds

Bright-line Threshold 10,000 MT CO_2e/yr			
Residential Efficiency (MT CO_2e/capita[1])		**Non-Residential Efficiency (MT CO_2e/ksf[2])**	
Urban	**Rural**	**Urban**	**Rural**
4.5	5.5	26.5	27.3
De Minimis Threshold 1,100 MT CO_2e/yr			

1. Per Capita = per person
2. Per ksf = per 1,000 square feet of building

Discussion of Checklist Answers:

a–b) Greenhouse gases are primarily emitted as a result of vehicle operation associated with trips to and from a project, and energy consumption from operation of the buildings. Greenhouse gases from vehicles is assessed based on the vehicle miles traveled (VMT) resulting from a project, on a Citywide basis. Residential projects, destination centers (such as a regional mall), and major employers tend to increase VMT in a study area, either by adding new residents traveling in an area, or by encouraging longer trip lengths and drawing in trips from a broader regional area. However, non-residential projects and neighborhood-serving uses (e.g. neighborhood parks) tend to lower VMT in a study area because they do not generate new trips within the study area, they divert existing trips. These trips are diverted because the new use location is closer to home, on their way to another destination (e.g. work), or is otherwise more convenient.

The proposed project is a 910-square-foot drive-through coffee shop. As further discussed and evaluated in Section XVII (Transportation) of this Initial Study, the project is considered a locally-serving use that does not include any unique characteristics which would draw in regional traffic, or which would prompt longer trips. The project is presumed to have a less-than-significant impact to the transportation system on the basis of project-generated VMT. Therefore, the focus of this analysis is on the emissions which would result from the construction and operation of the project.

As detailed in Attachment 2, CalEEMod (version 2016.3.2) was used to model the project's construction related and operational related GHG emissions (CO_2e). Construction-related GHG emissions occur at one point in time and are therefore not typically expected to significantly contribute to climate change. Climate change is a cumulative effect that occurs over time, as emissions increase on a year-to-year basis due to increases in developed area and other factors; construction emissions are a one-time emission source, which end once the project is built. The CalEEMod results indicate the project would result in annual construction emissions of 60.87 CO_2e in the most active construction year, which is below the PCAPCD de minimis threshold of 1,100 MT CO_2e/yr. Thus, the project-generated GHG emissions would not result in significant construction emissions of GHG.

The operational emissions of the project include energy to run the building, area emissions such as landscape equipment to maintain the site, and water and wastewater energy demands. According to the CalEEMod results,

the project would result in annual operational emissions of 272.42 MT CO2e, which is below the de minimis threshold of 1,100 MT CO2e. Therefore, the proposed project would not result in significant operational emissions of GHG.

Based on the evaluation above, project-generated GHG emissions would not conflict with, and are consistent with, the State goals listed in AB32 and policies and regulation adopted by the California Air Resources Board pursuant to AB32. This impact is considered less than significant.

IX. Hazards and Hazardous Materials

There are no hazardous cleanup sites of record within 1,000 feet of the site according to both the State Water Resources Control Envirostor database (http://geotracker.waterboards.ca.gov/) and the Department of Toxic Substances Control Envirostor database (http://www.envirostor.dtsc.ca.gov/public/). The project is not located on a site where existing hazardous materials have been identified, and the project does not have the potential to expose individuals to hazardous materials.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment though reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				X
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to hazardous materials is based directly on the CEQA Guidelines checklist items a–h listed above. A material is defined as hazardous if it appears on a list of hazardous materials prepared by a federal, state or local regulatory agency, or if it has characteristics defined as hazardous by such an agency. The determination of significance based on the above criteria depends on the probable frequency and severity of consequences to people who might be exposed to the health hazard, and the degree to which Project design or existing regulations would reduce the frequency of or severity of exposure. As an example, products commonly used for household cleaning are classified as hazardous when transported in large quantities, but one would not conclude that the presence of small quantities of household cleaners at a home would pose a risk to a school located within ¼-mile.

Many federal and State agencies regulate hazards and hazardous substances, including the United States Environmental Protection Agency (US EPA), California Department of Toxic Substances Control (DTSC), Central Valley Regional Water Quality Control Board (Regional Water Board), and the California Occupational Safety and Health Administration (CalOSHA). The state has been granted primacy (primary responsibility for oversight) by the US EPA to administer and enforce hazardous waste management programs. State regulations also have detailed planning and management requirements to ensure that hazardous materials are handled, stored, and disposed of properly to reduce human health risks. California regulations pertaining to hazardous waste management are published in the California Code of Regulations (see 8 CCR, 22 CCR, and 23 CCR).

The project is not within an airport land use plan or within two miles of a public or public use airport. Therefore, no further discussion is provided for items e.

Discussion of Checklist Answers:

a-b) Standard construction activities would require the use of hazardous materials such as fuels, oils, lubricants, glues, paints and paint thinners, soaps, bleach, and solvents. These are common household and commercial materials routinely used by both businesses and average members of the public. The materials only pose a hazard if they are improperly used, stored, or transported either through upset conditions (e.g. a vehicle accident) or mishandling. In addition to construction use, the operational project would result in the use of common hazardous materials as well, including bleach, solvents, and herbicides. Regulations pertaining to the transport of materials are codified in 49 Code of Federal Regulations 171–180, and transport regulations are enforced and monitored by the California Department of Transportation and by the California Highway Patrol. Specifications for storage on a construction site are contained in various regulations and codes, including the California Code of Regulations, the Uniform Fire Code, and the California Health and Safety Code. These same codes require that all hazardous materials be used and stored in the manner specified on the material packaging. Existing regulations and programs are sufficient to ensure that potential impacts as a result of the use or storage of hazardous materials are reduced to less than significant levels.

c) The project is not located within a ¼-mile of an existing or proposed school, and thus there is no impact with respect to this criterion.

d) The project is not located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5[4]; therefore, no impact will occur.

f) This project is located within an area currently receiving City emergency services and development of the site has been anticipated and incorporated into emergency response plans. As such, the project will cause a less than significant impact to the City's Emergency Response or Management Plans. Furthermore, the project will be required to comply with all local, State and federal requirements for the handling of hazardous materials, which will ensure less-than-significant impacts. These will require the following programs:

- A Risk Management and Prevention Program (RMPP) is required of uses that handle toxic and/or hazardous materials in quantities regulated by the California Health and Safety Code and/or the City.

- Businesses that handle toxic or hazardous materials are required to complete a Hazardous Materials Management Program (HMMP) pursuant to local, State, or federal requirements.

g) The California Department of Forestry and Fire Protection (CAL FIRE) is the state agency responsible for wildland fire protection and management. As part of that task, CAL FIRE maintains maps designating Wildland Fire Hazard Severity zones. The City is not located within a Very High Fire Hazard Severity Zone, and is not in a CAL FIRE responsibility area; fire suppression is entirely within local responsibility. The project site is in an urban area, and therefore would not expose people to any risk from wildland fire. There would be no impact with regard to this criterion.

X. Hydrology and Water Quality

As described in the Open Space and Conservation Element of the City of Roseville General Plan, the City is located within the Pleasant Grove Creek Basin and the Dry Creek Basin. Pleasant Grove Creek and its tributaries drain most of the western and central areas of the City and Dry Creek and its tributaries drain the remainder of the City. Most major stream areas in the City are located within designated open space.

[4] http://www.calepa.ca.gov/SiteCleanup/CorteseList/SectionA.htm

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			X	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:			X	
i. result in substantial erosion or siltation on or off-site;			X	
ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;			X	
iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater systems or provide substantial additional sources of polluted runoff; or			X	
iv. impede or redirect flood flows?				X
d) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
e) In flood hazard, tsunami, or seiches zones, risk release of pollutants due to project innundation?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to hydrology and water quality is based directly on the CEQA Guidelines checklist items a–e listed above. For checklist item a, c (i), d, and e, the Findings of the Implementing Procedures indicate that compliance with the City of Roseville Design/Construction Standards (Resolution 07-107), Urban Stormwater Quality Management and Discharge Control Ordinance (RMC Ch. 14.20), and Stormwater Quality Design Manual (Resolution 16-152) will prevent significant impacts related to water quality or erosion. The standards require preparation of an erosion and sediment control plan for construction activities and includes designs to control pollutants within post-construction urban water runoff. Likewise, it is indicated that the Drainage Fees for the Dry Creek and Pleasant Grove Watersheds (RMC Ch.4.48) and City of Roseville Design/Construction Standards (Resolution 07-107) will prevent significant impacts related to checklist items c (ii) and c (iii). The ordinance and standards require the collection of drainage fees to fund improvements that mitigate potential flooding impacts, and require the design of a water drainage system that will adequately convey anticipated stormwater flows without increasing the rate or amount of surface runoff. These same ordinances and standards prevent impacts related to groundwater (items a and d), because developers are required to treat and detain all stormwater onsite using stormwater swales and other methods which slow flows and preserve infiltration. Finally, it is indicated that compliance with the Flood Damage Prevention Ordinance (RMC Ch. 9.80) will prevent significant impacts related to items c (iv) and e. The Ordinance includes standard requirements for all new construction, including regulation of development with the potential to impede or redirect flood flows, and prohibits development within flood hazard areas. Impacts from tsunamis and seiches were screened out of the analysis (item e) because the project is not located near a water body or other feature that would pose a risk of such an event.

Discussion of Checklist Answers:

a,c (i),d, e) The project will involve the disturbance of on-site soils and the construction of impervious surfaces, such as asphalt paving. Disturbing the soil can allow sediment to be mobilized by rain or wind, and cause displacement into waterways. To address this and other issues, the developer is required to receive approval of a grading permit and/or improvement plants prior to the start of construction. The permit or plans are required to incorporate mitigation measures for dust and erosion control. In addition, the City has a National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit issued by the Central Valley Regional Water Quality Control Board which requires the City to reduce pollutants in stormwater to the maximum extent practicable. The City does this, in part, by means of the City's 2016 Design/Construction Standards, which require preparation and implementation of a Stormwater Pollution Prevention Plan. All permanent stormwater quality control measures must be designed to comply with the City's Manual for Stormwater Quality Control Standards for New Development, the City's 2016 Design/Construction Standards, Urban Stormwater Quality Management and Discharge Control Ordinance, and Stormwater Quality Design Manual. For these reasons, impacts related to water quality are less than significant.

b, d) The project does not involve the installation of groundwater wells. The City maintains wells to supplement surface water supplies during multiple dry years, but the effect of groundwater extraction on the aquifer was addressed in the Water Supply Assessment of the Amoruso Ranch Specific Plan EIR, which included a Citywide water analysis. Although the project site has an existing land use designation of Low Density Residential, it does not have any residential units allocated to the site. Therefore, the City-defined baseline water usage for the site

is 0 acre-feet per year (AFY). The project involves a change in land use to Community Commercial, which would increase water demand for the site by 1.1 AFY. The City's Environmental Utilities Department determined this increase is not significant and there are sufficient water supplies available to allocate the additional water demand. Project impacts related to groundwater extraction are less than significant. Furthermore, all permanent stormwater quality control measures must be designed to comply with the Stormwater Quality Design Manual, which requires the use of bioswales and other onsite detention and infiltration methods. These standards ensure that stormwater will continue to infiltrate into the groundwater aquifer.

c (ii and iii)) The project has been reviewed by City Engineering staff for conformance with City ordinances and standards. The project includes adequate and appropriate facilities to ensure no net increase in the amount or rate of stormwater runoff from the site, and which will adequately convey stormwater flows.

c (iv) and e) The project has been reviewed by City Engineering staff for conformance with City ordinances and standards. The project is not located within either the Federal Emergency Management Agency floodplain or the City's Regulatory Floodplain (defined as the floodplain which will result from full buildout of the City). Therefore, the project will not impede or redirect flood flows, nor will it be inundated. The proposed project is located within an area of flat topography and is not near a waterbody or other feature which could cause a seiche or tsunami. There would be no impact with regard to these criterion.

XI. Land Use and Planning

The project site has a General Plan and Specific Plan land use designation of Low Density Residential (LDR). The zoning designation is Single-Family Residential/Development Standards (R1/DS). As mentioned, the WRSP does not have any residential units allocated to Parcel W-20. The site is intended to consist of a landscape gateway feature for the Plan area. Surrounding properties have residential land use and zoning designations, as described in the Environmental Setting section of this Initial Study.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Physically divide an established community?				X
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to land use is based directly on the CEQA Guidelines checklist items a–c listed above. Consistency with applicable City General Plan policies, Improvement Standards, and design standards is already required and part of the City's processing of permits and plans, so these requirements do not appear as mitigation measures. Land use regulations applicable to the site include the City's General Plan 2035, the Zoning Ordinance, and the WRSP. The WRSP contains general design guidelines and policies for development within the WRSP as a whole.

Discussion of Checklist Answers:

a) The project area has been planned for development, including adequate roads, pedestrian paths, and bicycle paths to provide connections within the community. The project involves frontage improvements including a new driveway and a pedestrian path. As such, the project will not physically divide an established community.

b) The project includes an amendment to the General Plan to change the land use from Low Density Residential (LDR) to Community Commercial (CC), and a Rezone to change the zoning designation from Single-Family Residential/Development Standards (R1/DS) to Community Commercial (CC), in order to facilitate construction of the proposed drive-through coffee shop. The City's Design Review standards, as well as City-required Conditions of Approval would ensure that the proposed project would be developed in conformance with all applicable land use plans and ordinances, and would not conflict with any agency's plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect. Impacts are less than significant.

XII. Mineral Resources

The Surface Mining and Reclamation Act (SMARA) of 1975 requires the State Geologist to classify land into Mineral Resource Zones (MRZ's) based on the known or inferred mineral resource potential of that land. The California Division of Mines and Geology (CDMG) was historically responsible for the classification and designation of areas containing—or potentially containing—significant mineral resources, though that responsibility now lies with the California Geological Survey (CGS). CDMG published Open File Report 95-10, which provides the mineral classification map for Placer County. A detailed evaluation of mineral resources has not been conducted within the City limits, but MRZ's have been identified. There are four broad MRZ categories (MRZ-1 through MRZ-4), and only MRZ-2 represents an area of known significant mineral resources. The City of Roseville General Plan EIR included Exhibit 4.1-3, depicting the location of MRZ's in the City limits. There is only one small MRZ-2 designation area, located at the far eastern edge of the City.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to mineral resources is based directly on the CEQA Guidelines checklist items a and b listed above.

Discussion of Checklist Answers:

a–b) The project site is not in the area of the City known to include any mineral resources that would be of local, regional, or statewide importance; therefore, the project has no impacts on mineral resources.

XIII. Noise

The project site is currently undeveloped and is surrounded by existing and future residential uses, which typically do not generate substantial noise volumes. The site is located adjacent to Pleasant Grove Boulevard and Upland Drive. According to the City's General Plan Noise Element, Pleasant Grove Boulevard is identified as a transportation noise source while Upland Drive is not. The project site is within the existing 65 dB L_{dn} noise contour line and the future 2035 70 dB L_{dn} noise contour line of Pleasant Grove Boulevard (City of Roseville General Plan 2035 Noise Element, Figure IX-1 and Figure IX-2). The nearest sensitive receptors are the future residents of the undeveloped High Density Residential parcel located immediately south of the site. The nearest existing residents are located within the residential area to the west of this site, across Upland Drive. These residential uses are also located within the same roadway noise contour lines as the project site. The nearest home is approximately 100 feet west of the site. A six-foot tall masonry sound wall is located along the western side of Upland Drive, behind the landscaping area and sidewalk, for the protection of the residential neighborhood from roadway and other noise.

Would the project result in:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
b) Generation of excessive ground borne vibration of ground borne noise levels?			X	
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X

Thresholds of Significance and Regulatory Setting:

Standards for transportation noise and non-transportation noise affecting existing or proposed land uses are established within the City of Roseville General Plan Noise Element Table IX-1, and these standards are used as the thresholds to determine the significance of impacts related to items a and c. The significance of other noise impacts is based directly on the CEQA Guidelines checklist items b and c listed above. The Findings of the Implementing Procedures indicate that compliance with the City Noise Regulation (RMC Ch. 9.24) will prevent significant non-transportation noise as it relates to items a and b. The Ordinance establishes noise exposure standards that protect noise-sensitive receptors from a variety of noise sources, including non-transportation/fixed noise, amplified sound, industrial noise, and events on public property. The project is not within an airport land use plan, within two miles of a public or public use airport and there are also no private airstrips in the vicinity of the project area. Therefore, item c has been ruled out from further analysis.

Discussion of Checklist Answers:

a) The overall noise goal for the City is to protect the health and welfare of the community by promoting community development that is compatible with noise level criteria. The Noise Element identifies noise level standards for transportation-related noise sources. For most nose-sensitive land uses (such as residential uses), a 60 dB Ldn exterior noise level standard and 45 dB Ldn interior noise level standard is established. The proposed project is a drive-through coffee shop, which is considered a commercial use and not a noise-sensitive land use.

Residential uses are considered sensitive receptors and as mentioned, the project site is immediately adjacent to future residential uses to the south. The site is also adjacent to existing residential uses that are located to the west across Upland Drive and to the north across Pleasant Grove Boulevard. Table 1 of the City's Noise Ordinance (Chapter 9.24) identifies the sound limits for sensitive receptors for non-transportation and fixed noise sources. The table is included as Figure 3 below. As identified, fixed noise sources are not to exceed 50 dBA L_{eq} and 70 dBA L_{max} during daytime hours (7:00 a.m. to 10:00 p.m.) and 45 dBA L_{eq} and 65 dBA L_{max} during nighttime hours (10:00 p.m. to 7:00 a.m.) as measured at the property line of noise sensitive land uses. These standards apply to permanent increases in noise, not to construction noise, which is instead regulated by the City's Health and Safety Ordinance and is evaluated within checklist item b.

Figure 3: Noise Ordinance Table 1

Table 1

SOUND LEVEL STANDARDS

(for non-transportation or fixed sound sources)

Sound Level Descriptor	Daytime (7:00 a.m. to 10:00 p.m.)	Nighttime (10:00 p.m. to 7:00 a.m.)
Hourly l_{eq}, dB	50	45
Maximum level, dB	70	65

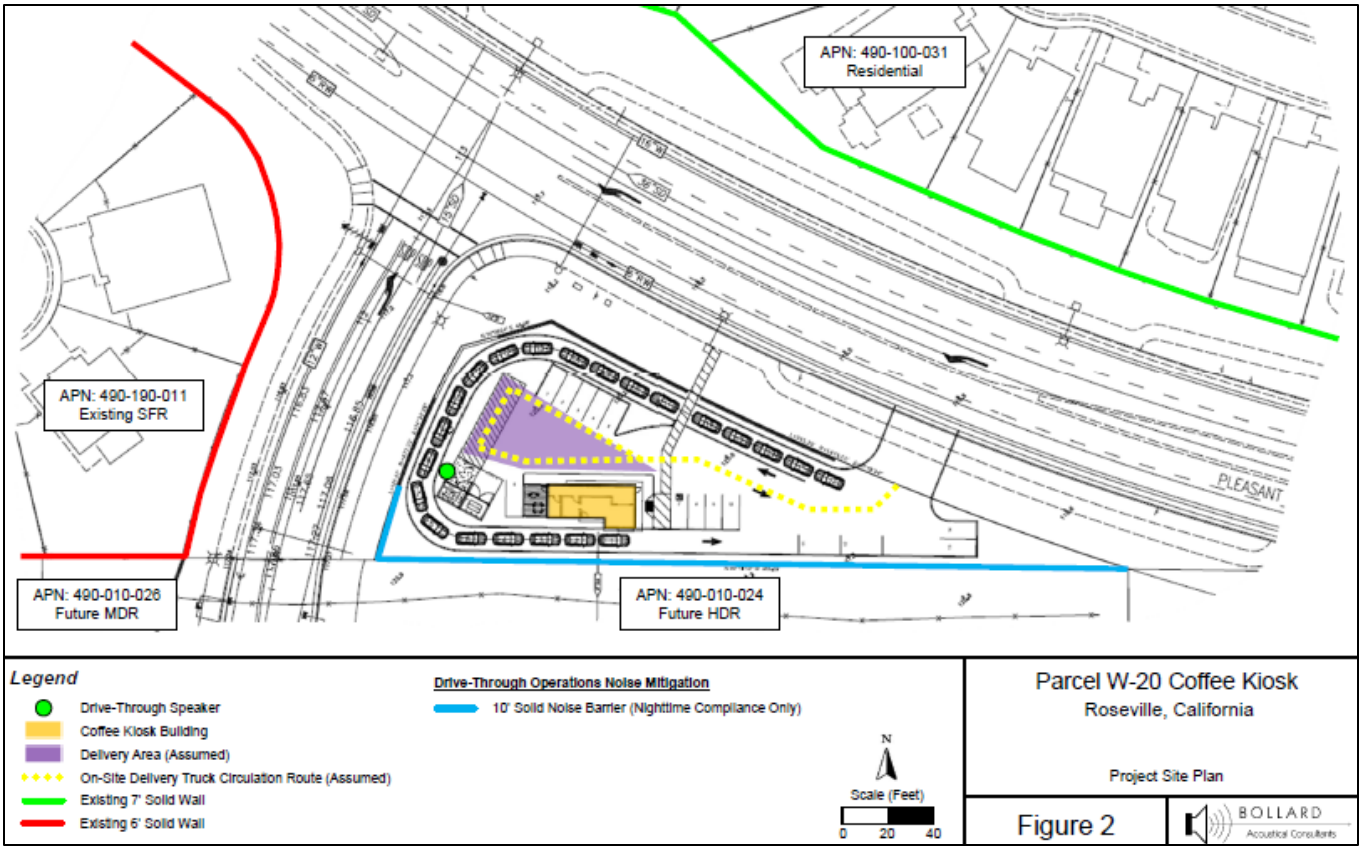
An Environmental Noise Assessment (ENA) was prepared for the project by Bollard Acoustical Consultants, Inc. (BAC) to evaluate noise levels associated with project operations (see Attachment 3). The assessment identifies the following as the primary noise sources of the project: 1.) drive-through operations (e.g., drive-through menu speaker board, post and vehicle idling, passbys); 2.) delivery truck loading area activities; 3.) delivery truck on-site circulation; and 4.) rooftop mechanical equipment (HVAC). The assessment concluded that noise from drive-through operations could potentially exceed the applicable noise level limits at the nearest residential uses.

As such, noise mitigation measures are required in order to comply with the General Plan noise standards, and to ensure impacts are less than significant. Noise from delivery truck loading area activities, delivery truck on-site circulation, and rooftop mechanical equipment is not expected to exceed the noise limits, provided that the requirements identified in WRSP EIR Mitigation Measure (MM) 4.5-3 are met. Each of these noise sources and related mitigation measures are addressed separately, below.

Drive-Through Operations

The ENA evaluated expected noise levels from the use of an amplified speaker menu board in the drive-through. The location of the menu board is shown in Figure 4 below. The assessment concluded that the project drive-through operations are predicted to satisfy the applicable daytime hourly average and maximum noise level standards at the nearest existing and future residential property lines. However, noise levels from drive-through operations are predicted to exceed the nighttime hourly average noise level standards at the future High Density Residential property line to the south, if the hours of operation extend into nighttime hours (10:00 p.m. to 7:00 a.m.). Therefore, in order to avoid exceeding General Plan noise standards, **Mitigation Measure NOI-1** is included which requires either the construction of a 10-foot solid noise barrier along the southern project property boundary (as shown in blue on Figure 4), or to limit all drive-through operations to daytime hours only (7:00 a.m. to 10:00 p.m.). With mitigation, impacts related to noise will be less than significant.

Figure 4: Environmental Noise Assessment Figure 2



Truck Delivery Activities

The primary noise sources associated with delivery activities are trucks stopping (air brakes), trucks backing into position (back-up alarms), and pulling away from the loading/unloading area (revving engines). The project site plan does not propose a loading dock. For purposes of the noise analysis, it was assumed that deliveries would

occur on the north side of the building, as illustrated in Figure 4 above. Pursuant to WRSP EIR MM 4.5-3(a)(1), commercial truck deliveries shall be limited to daytime hours (7:00 a.m. to 10:00 p.m.). Given this, the ENA compared truck delivery activity noise to daytime noise level standards only. The assessment concluded that project truck delivery activity noise exposure is predicted to satisfy the applicable City of Roseville General Plan daytime hourly average (L_{eq}) and maximum (L_{max}) noise level standards at the nearest existing and future residential uses. As a result, additional noise mitigation measures are not warranted for this aspect of the project.

On-Site Delivery Truck Circulation

The project on-site delivery truck circulation noise exposure is predicted to satisfy the applicable daytime hourly average (L_{eq}) and maximum (L_{max}) noise level standards at the nearest existing and future residential uses. In addition, project on-site delivery truck circulation noise levels are also predicted to satisfy the hourly average and maximum noise level standards identified in MM 4.5-3 of the WRSP EIR Mitigation Monitoring Program. As a result, additional noise mitigation measures are not warranted for this aspect of the project.

Mechanical Equipment (HVAC)

Pursuant to WRSP EIR MM 4.5-3(b), roof-top HVAC equipment shall be oriented away from residential areas and systems shall not produce noise levels that exceed 50 dB at a distance of 25 feet. In addition, rooftop parapets shall block line-of-sight of HVAC equipment from noise-sensitive uses. Provided that the project complies with these requirements, the ENA concluded that additional noise mitigation measures are not warranted for this aspect of the project.

b) Surrounding uses may experience short-term increases in groundborne vibration, groundborne noise, and airborne noise levels during construction. However, these increases would only occur for a short period of time. When conducted during daytime hours, construction activities are exempt from Noise Ordinance standards, but the standards do apply to construction occurring during nighttime hours. While the noise generated may be a minor nuisance, the City Noise Regulation standards are designed to ensure that impacts are not unduly intrusive. Based on this, the impact is less than significant.

XIV. Population and Housing

The project site is located within the City's West Roseville Specific Plan (WRSP) area. The site has a zoning designation of Single-Family Residential/Development Standards (R1/DS) and a land use designation of Low Density Residential (LDR). The WRSP includes unit allocations and population projections for the Plan Area. The WRSP does not have any residential units allocated to the project site. Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to population and housing is based directly on the CEQA Guidelines checklist items a–c listed above.

Discussion of Checklist Answers:

a) The CEQA Guidelines identify several ways in which a project could have growth-inducing impacts (Public Resources Code Section 15126.2), either directly or indirectly. Growth-inducement may be the result of fostering economic growth, fostering population growth, providing new housing, or removing barriers to growth. Growth inducement may be detrimental, beneficial, or of no impact or significance under CEQA. An impact is only deemed to occur when it directly or indirectly affects the ability of agencies to provide needed public services, or if it can be shown that the growth will significantly affect the environment in some other way.

The project will change the zoning on the site and introduce a small, locally-serving retail use. The previous zoning and WRSP anticipated low density residential uses on the site, which would have had some level of growth inducing impacts. Therefore, while the project in question will induce some level of growth, this growth was already identified and its effects disclosed and mitigated within the West Roseville Specific Plan EIR. The project will not result in additional infrastructure that will lead to additional growth nor will the project negatively affect the City's ability to provide public services. Therefore, the impact of the project is less than significant.

b) The project site is currently vacant and no housing exists on the project site. There would be no impact with respect to this criterion.

XV. Public Services

Fire protection, police protection, park services, and library services are provided by the City. The project is located within the Roseville Elementary School District and the Roseville Joint Unified High School District.

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Fire protection?			X	
b) Police protection?			X	
c) Schools?			X	
d) Parks?			X	
e) Other public facilities?			X	

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to public services is based directly on the CEQA Guidelines checklist items a–e listed above. The EIR for the Amoruso Ranch Specific Plan, which updated Citywide analyses, addressed the level of public services which would need to be provided in order to serve planned growth in the community. Development Agreements and other conditions have been adopted in all proposed growth areas of the City which identify the physical facilities needed to serve growth, and the funding needed to provide for the construction and operation of those facilities and services. Although the project involves a General Plan Amendment, the City's Fire, Police, Parks, and Utilities Departments have all reviewed the project plans and have not identified any significant impacts to City services. In addition, the project has been routed to the various public service agencies, both internal and external, to ensure that the project meets the agencies' design standards (where applicable) and to provide an opportunity to recommend appropriate conditions of approval.

a) Existing City codes and regulations require adequate water pressure in the water lines, and construction must comply with the Uniform Fire and Building Codes used by the City of Roseville. Additionally, the applicant is required to pay a fire service construction tax, which is used for purchasing capital facilities for the Fire Department. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

b) Sales taxes and property taxes resulting from development will add revenue to the General Fund, which provides funding for police services. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

c) Project applicants are required to pay school impact fees at a rate determined by the local school districts. School fees will be collected prior to the issuance of building permits, consistent with City requirements. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

d) Future park and recreation sites and facilities have already been identified as part of the Specific Plan process. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

e) The City charges fees for end-users for other services, such as garbage and greenwaste collection, in order to fund those services. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

XVI. Recreation

There are no parks or recreation facilities immediately adjacent to the project site. The nearest developed recreation areas are Robert P. "Bob" Mahan Park and Nela Luken Park at the Village Center, both located approximately one (1) mile northwest of the site. The project is also located within 0.3-mile of land to the southwest that is designated as Parks and Recreation according to the General Plan and Sierra Vista Specific Plan.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that physical deterioration of the facility would occur or be accelerated?			X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to recreation services is based directly on the CEQA Guidelines checklist items a–b listed above.

Discussion of Checklist Answers:

a) The WRSP EIR addressed the level of park services—including new construction, maintenance, and operations—which would need to be provided in order to serve planned growth in the community. The project has the potential to increase the use of existing neighborhood and recreational facilities, but the increase is not anticipated to be substantial or result in accelerated physical deterioration of existing recreational facilities. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

b) Park sites and other recreational facilities were identified within the WRSP, and the plan-level impacts of developing those facilities were addressed within the Final EIR for the Specific Plan. The project does not include recreational facilities nor will it require additional recreational facilities. Thus, the project will not cause any unforeseen or new impacts related to the construction or expansion of recreational facilities.

XVII. Transportation

The project site is located at the southeast corner of the Pleasant Grove Boulevard and Upland Drive intersection, approximately 750 feet west of Fiddyment Road. Pleasant Grove Boulevard, along the north of the site, is a four-lane roadway that is considered a minor arterial within the vicinity of the project site. Upland Drive is a two-lane collector roadway located to the west. Upland Drive will eventually extend south into the Sierra Vista Specific Plan area, but is currently a stub street ending approximately 180 feet south of Pleasant Grove Boulevard. The Pleasant Grove Boulevard/Upland Drive intersection is side-street stop controlled and includes left-turn lanes in the northbound and westbound directions. The intersection is planned for signalization in the future. Sidewalks and Class II bike lanes are provided on both sides of the roadways within the project site vicinity.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?			X	
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?			X	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
d) Result in inadequate emergency access?			X	

Thresholds of Significance and Regulatory Setting:

CEQA Guidelines Section 15064.3 indicates that a project's effect on automobile delay cannot be considered a significant impact, and directs transportation system analysis to focus on vehicle miles traveled (VMT), per checklist item b. However, the CEQA Guidelines also include consistency with a program, plan, or policy addressing transportation systems as an area of potential environmental effects (checklist item a). The City has adopted the following plans, ordinances, or policies applicable to this checklist item: Pedestrian Master Plan, Bicycle Master Plan, Short-Range Transit Plan, and General Plan Circulation Element. The project is evaluated for consistency with these plans and the policies contained within them, which includes an analysis of delay as a potential policy impact. The Circulation Element of the General Plan establishes Level of Service C or better as an acceptable operating condition at all signalized intersections during a.m. and p.m. peak hours. Exceptions to this policy may be made by the City Council, but a minimum of 70% of all signalized intersections must maintain LOS C. The Findings of the Implementing Procedures indicate that compliance with the Traffic Mitigation Fee (RMC Ch. 4.44) will fund roadway projects and improvements necessary to maintain the City's Level of Service standards for projects consistent with the General Plan and related Specific Plan. An existing plus project conditions (short-term) traffic impact study may be required for projects with unique trip generation or distribution characteristics, in areas of local traffic constraints, or to study the proposed project access. A cumulative plus project conditions (long-term) study is required if a project is inconsistent with the General Plan or Specific Plan and would generate more than 50 p.m. peak-hour trips. The guidelines for traffic study preparation are found in the City of Roseville Design and Construction Standards–Section 4.

For checklist item b, the CEQA Guidelines Section 15064.3 establishes a detailed process for evaluating the significance of transportation impacts. In accordance with this section, the analysis must focus on the generation

of VMT. Projects within one-half mile of either an existing major transit stop[5] or a stop along an existing high quality transit corridor[6] should be presumed to have less than significant impacts, as should any project which will decrease VMT when compared with the existing conditions. VMT may be analyzed qualitatively if existing models or methods are not available to estimate VMT for a particular project; this will generally be appropriate for discussions of construction traffic VMT.

Impacts with regard to items c and d are assessed based on the expert judgment of the City Engineer and City Fire Department, as based upon facts and consistency with the City's Design and Construction Standards.

Discussion of Checklist Answers:

a) The City of Roseville has adopted a Pedestrian Master Plan, Bicycle Master Plan, and Short-Range Transit Plan. The project was reviewed for consistency with these documents. All facilities identified in these plans for this area are already installed, and the project does not impact or conflict with these planning documents.

Fehr & Peers, a transportation engineering consultant, prepared a traffic study for the proposed project (Attachment 4), which included a trip generation estimate. Pass-by trips are trips already on the network that are diverted to and from a commercial or retail land use, and therefore would not be considered as new trips generated by the project. Pass-by trips were estimated from data presented in the *Trip Generation Handbook, 3rd Edition* (Institute of Transportation Engineers, 2017). After accounting for pass-by trip reductions, the traffic study estimated the project would generate an estimated 54 net new external vehicle trips during the a.m. peak hour and 48 net new vehicle trips during the p.m. peak hour.

The traffic study evaluated the effects of the project on LOS under both Existing Plus Project and Cumulative Plus Project conditions. The Existing Plus Project scenario considers the development of the project without any additional changes to the surrounding land use and transportation characteristics. The Cumulative Plus Project scenarios considers the development of the project alongside land use and transportation system changes through 2035 as identified in the City of Roseville General Plan. This scenario includes the extension of Upland Drive south into the Sierra Vista Specific Plan area as well as the signalization of the Pleasant Grove Boulevard/Upland Drive intersection. The study concluded the Pleasant Grove Boulevard/Upland Drive intersection would operate at LOS C or better during the a.m. and p.m. peak hours under both Existing Plus Project and Cumulative Plus Project conditions.

The study also evaluated the drive-through queue storage using queue observations at comparable drive-through coffee businesses, such as the existing Dutch Bros locations in Roseville, located at 1225 Baseline Road and 715 Sunrise Avenue. The study determined the proposed drive-through lane would provide 380 feet of storage, for up to 19 vehicles, when measured at the drive-through lane entry point and the service window. The maximum drive-through queue observed at the Sunrise Avenue Dutch Bros store was 13 vehicles and the maximum drive-through queue observed at the Baseline Road Dutch Bros store was 21 vehicles. Therefore, if the project would be expected to generate levels of customer activity (and on-site employee order fulfillment efficiency) similar to the Sunrise Avenue Dutch Bros store, the project would provide sufficient drive-through storage to accommodate the maximum queue. However, if the project would be expected to generate levels of customer activity similar to the Baseline Road Dutch Bros store, the maximum drive-through queue would exceed the available storage by two vehicles.

[5] A site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. (Public Resources Code Section 21064.3)
[6] A corridor with fixed route bus service at service intervals of 15 minutes or less during peak commute hours.

Vehicles that exceed the drive-through queue storage would impede the path of travel for vehicles entering the project site. Fehr & Peers notes that the Baseline Road Dutch Bros store exceeded 19 vehicles (the available drive-through storage for the proposed project) for only two five-minute intervals during the entirety of the 7:00 a.m. to 7:00 p.m. observation period. This represents just over one percent of the 145 five-minute intervals recorded during the maximum drive-through queue observations. Therefore, while it is conceivable that the maximum drive-through queue would exceed the available drive-through storage for the proposed project, this condition would likely occur only during brief periods of heavy visitation and would not persist for extended periods of time. Moreover, sufficient space is available such that a maximum drive-through queue of 21 vehicles would not spill back into travel lanes on Pleasant Grove Boulevard.

The traffic study determined the following modifications to the project are needed to improve project access and on-site circulation design:

1. Construct a right-turn deceleration lane on eastbound Pleasant Grove Boulevard approaching the project driveway that is 135 feet in length plus a 60-foot taper.

2. Construct the driveway as a Type A-7 driveway (refer to Detail ST-22) with a corner radius of 25 feet to accommodate large truck maneuvers in/out of the project site.

3. Widen the project driveway to a width of 40 feet and provide two inbound lanes and one outbound lane. Install “Drive Thru” pavement markings in the westerly inbound lane.

4. Maintain the existing median landscaping on the west leg of the Pleasant Grove Boulevard/Upland Drive intersection and routinely prune the existing trees and vegetation to maintain a six-inch to six-foot clear line of sight within the green area shown on Figure 4 of Attachment 4.

5. Eliminate parking stalls #10, #11, and #12 shown on the project site plan.

These modifications have been incorporated into the preliminary site plan (see Figure 2 in the Project Description section of this Initial Study). Therefore, based on the traffic study and the evaluation above, impacts to traffic and level of service have been determined to be less than significant.

b) Traffic analyses focus on the number of trips traveling in specified areas during peak periods, in order to quantify impacts as specific intersections. However, there is no direct relationship between the number of trips and the amount of VMT generated by a use. Projects which substantially increase trips to a specific area may in fact decrease VMT in the City. As an example, if a new grocery store is added to an area, customers who go to that store were already going to a grocery store elsewhere, and are most likely to choose the new store because it is closer to home or on their way to another location (e.g. work). So while the store would generate additionalnew trips, it would lower Citywide VMT. Unless a project includes unique characteristics, non-residential projects do not increase VMT; they divert existing trips into a similar or more efficient pathway.

The proposed project is a 910-square-foot drive-through coffee shop. The project does not include any unique characteristics which would draw in regional traffic, or which would prompt longer trips. The project would locate services and employment in proximity to existing developed areas. As referenced in the traffic study prepared by Fehr & Peers, the Governor’s Office of Planning and Research (OPR) produced the *Technical Advisory on Evaluating Transportation Impacts in CEQA* (December 2018), which generally describes retail development including stores less than 50,000 square feet as locally-serving. In the context of CEQA, it concludes that locally-serving retail may be found to cause less-than-significant transportation impacts. The proposed project falls well below this building size threshold. Moreover, given the prevalence of coffee stores (drive-through and walk-in) throughout the City of Roseville and the broad distribution of these coffee stores throughout the City’s residential and employment areas, it is expected that the project would similarly cater to local residents and employees and function as a locally-serving establishment. For these reasons, the project is presumed to have a less-than-

significant impact to the transportation system on the basis of project-generated VMT, pursuant to guidance provided in the *Technical Advisory.*

c-d) The project has been reviewed by the City Engineering and City Fire Department staff, and has been found to be consistent with the City's Design Standards. Furthermore, standard conditions of approval added to all City project require compliance with Fire Codes and other design standards. Compliance with existing regulations ensure that impacts are less than significant.

XVIII. Tribal Cultural Resources

As described within the Open Space and Conservation Element of the City of Roseville General Plan, the Roseville region was within the territory of the Nisenan (also Southern Maidu or Valley Maidu). Two large permanent Nisenan habitation sites have been identified and protected within the City's open space (in Maidu Park). Numerous smaller cultural resources, such as midden deposits and bedrock mortars, have also been recorded in the City. A majority of documented sites within the City are located in areas designated for open space uses.

Would the project cause a substantial adverse change in the significance of a Tribal Cultural Resource as defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?			X	
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1 the lead agency shall consider the significance of the resource to a California Native American tribe.		X		

Thresholds of Significance and Regulatory Setting:

In addition to archeological resources, tribal cultural resources are also given particular treatment. Tribal cultural resources are defined in Public Resources Code Section 21074, as either 1) a site, feature, place, geographically-defined cultural landscape, sacred place, or object with cultural value to a California Native American Tribe, that is listed or eligible for listing on the California Register or Historical Resources, or on a local register of historical resources or as 2) a resource determined by the lead agency, supported by substantial evidence, to be significant according to the historical register criteria in Public Resources Code section 5024.1(c), and considering the significance of the resource to a California Native American Tribe.

Discussion of Checklist Answers:

a) The WRSP EIR included a historic and cultural resources study, which concluded there were no listed or eligible sites documented in the project area. However, the WRSP EIR includes standard mitigation measures which are designed to reduce impacts to any previously undiscovered resources should any be found on site. Language included in the measure requires an immediate cessation of work, and the requirement to contact the appropriate agencies to address the resource before work can resume. The project will not result in any new impacts beyond those already discussed and disclosed in the WRSP EIR; therefore, project-specific impacts are less than significant.

b) Notice of the proposed project was mailed to tribes which had requested such notice pursuant to Assembly Bill 52 (AB 52) and Senate Bill 18 (SB 18) on September 1, 2020. No request for consultation was received within the AB 52 30-day consultation period and the SB 18 90-day consultation period. As discussed in item a, above, no resources are known to occur in the area. However, standard mitigation measures apply which are designed to reduce impacts to resources, should any be found on-site. The measure requires an immediate cessation of work, and the requirement to contact the appropriate agencies to address the resource before work can resume. The project will not result in any new impacts beyond those already discussed and disclosed in the WRSP EIR; therefore, project-specific impacts are less than significant.

XIX. Utilities and Service Systems

Water and sewer services will be provided by the City of Roseville. The developer will be responsible for extending new lines onto the site in order to serve the project. Storm water will be collected on-site and transferred via the existing storm drain system into an off-site storm drain system. Solid waste will be collected by the City of Roseville's Refuse Department. The City of Roseville will provide electric service to the site, while natural gas will be provided by PG&E. Comcast will provide cable. The project has been reviewed by the City's Engineering Division, Environmental Utilities, Roseville Electric and PG&E. Adequate services are available for the project.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			X	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			X	
c) Result in a determination by the wastewater treatment provider which serves the project that it has adequate capacity to serve the project's projected demand in addition of the provider's existing commitments?			X	
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			X	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X	

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to utilities and service systems is based directly on the CEQA Guidelines checklist items a–g listed above.

Discussion of Checklist Answers:

a) The major utility infrastructure to serve this area is already installed, which includes a looped sewer line and looped water line system in the streets surrounding the site, and stormwater lines. Minor additional infrastructure will be constructed within the project site to tie the project into the major systems, but these facilities will be constructed in locations where site development is already occurring as part of the overall project; there are no additional substantial impacts specific or particular to the minor infrastructure improvements.

b) The City of Roseville 2015 Urban Water Management Plan (UWMP), adopted May 2016, estimates water demand and supply for the City through the year 2040, based on existing land use designations and population projections. In addition, the Amoruso Ranch Water Supply Assessment (AR WSA, Appendix E of the Amoruso Ranch FEIR), dated May 2016, estimates water demand and supply for ultimate General Plan buildout. The UWMP indicates that existing water supply sources are sufficient to meet all near term needs, estimating an annual water demand of 45,475 acre-feet per year (AFY) by the year 2020 and existing surface and recycled water supplies in the amount of 70,421 AFY. The AR WSA estimates a Citywide buildout demand of 64,370 AFY when including recycled water, and of 59,657 AFY of potable water. The AR WSA indicates that surface water supply is sufficient to meet demand during normal rainfall years, but is insufficient during single- and multiple-dry years. However, the City's UWMP establishes mandatory water conservation measures and the use of groundwater to offset reductions in surface water supplies. Both the UWMP and AR WSA indicate that these measures, in combination with additional purchased water sources, will ensure that supply meets projected demand. The project involves a change in land use from Low Density Residential to Community Commercial, which would increase water demand for the site by 1.1 AFY. The City's Environmental Utilities Department determined this to be a de minimis amount of water and there are sufficient water supplies available to allocate the additional water demand; the project would not require new or expanded water supply entitlements.

c) The proposed project would be served by the Pleasant Grove Wastewater Treatment Plant (PGWWTP). The Central Valley Regional Water Quality Control Board (RWQCB) regulates water quality and quantity of effluent discharged from the City's wastewater treatment facilities. The Pleasant Grove WWTP has the capacity to treat 12 million gallons per day (mgd) and is currently treating 7.0 mgd. The volume of wastewater generated by the proposed project could be accommodated by the facility; the proposed project will not contribute to an exceedance of applicable wastewater treatment requirements. The impact would be less than significant.

d,e) The Western Placer Waste Management Authority is the regional agency handling recycling and waste disposal for Roseville and surrounding areas. The regional waste facilities include a Material Recovery Facility (MRF) and the Western Regional Sanitary Landfill (WRSL). Currently, the WRSL is permitted to accept up to 1,900 tons of municipal solid waste per day. According to the solid waste analysis of the Amoruso Ranch Specific Plan FEIR, under current projected development conditions the WRSL has a projected lifespan extending through 2058. The project is consistent with the existing land use designation, and therefore there is sufficient existing capacity to serve the proposed project. Though the project will contribute incrementally to an eventual need to find other means of waste disposal, this impact of City buildout has already been disclosed and mitigation applied as part of each Specific Plan the City has approved, including the most recent Amoruso Ranch Specific Plan. All residences and business in the City pay fees for solid waste collection, a portion of which is collected to fund eventual solid waste disposal expansion. The project will not result in any new impacts associated with major infrastructure. Environmental Utilities staff has reviewed the project for consistency with policies, codes, and regulations related to waste disposal and waste reduction regulations and policies and has found that the project design is in compliance.

XX. Wildfire

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?				X
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				X
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				X
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to utilities and service systems is based directly on the CEQA Guidelines checklist items a–d listed above. The California Department of Forestry and Fire Protection (CAL FIRE) is the state agency responsible for wildland fire protection and management. As part of that task, CAL FIRE maintains maps designating Wildland Fire Hazard Severity zones. The City is not located within a Very High Fire Hazard Severity Zone, and is not in a CAL FIRE responsibility area; fire suppression is entirely within local responsibility.

Discussion of Checklist Answers:

a–d) Checklist questions a–d above do not apply, because the project site is not within a Very High Fire Hazard Severity Zone and is not in a CAL FIRE responsibility area.

XXI. Mandatory Findings of Significance

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
e) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, threatened or rare species, or eliminate important examples of the major periods of California history or prehistory?			X	
f) Does the project have impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)			X	
g) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

Significance Criteria and Regulatory Setting:

The significance of impacts related to mandatory findings of significance is based directly on the CEQA Guidelines checklist items a–c listed above.

Discussion of Checklist Answers:

a–c) Long term environmental goals are not impacted by the proposed project. The cumulative impacts do not deviate beyond what was contemplated in the WRSP EIR, and mitigation measures have already been incorporated. With implementation of the City's Mitigating Ordinances, Guidelines, and Standards and best

management practices, mitigation measures described in this chapter, and permit conditions, the proposed project will not have a significant impact on the habitat of any plant or animal species. Based on the foregoing, the proposed project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of any wildlife species, or create adverse effects on human beings.

ENVIRONMENTAL DETERMINATION:

In reviewing the site specific information provided for this project and acting as Lead Agency, the City of Roseville, Development Services Department, Planning Division has analyzed the potential environmental impacts created by this project and determined that with mitigation the impacts are less than significant. As demonstrated in the initial study checklist, there are no "project specific significant effects which are peculiar to the project or site" that cannot be reduced to less than significant effects through mitigation (CEQA Section 15183) and therefore an EIR ***is not*** *required. Therefore,* ***on the basis of the foregoing initial study:***

[**X**] I find that the proposed project COULD, but with mitigation agreed to by the applicant, clearly will not have a significant effect on the environment and a *MITIGATED NEGATIVE DECLARATION* has been prepared.

Initial Study Prepared by:

Kinarik Shallow

Kinarik Shallow, Associate Planner
City of Roseville, Development Services – Planning Division

Attachments:

1. Mitigation Monitoring & Reporting Program
2. CalEEMod Results
3. Environmental Noise Assessment, prepared by Bollard Acoustical Consultants
4. Traffic Study, prepared by Fehr & Peers

CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION
311 Vernon Street, Roseville, CA 95678 (916) 774-5276

MITIGATION MONITORING AND REPORTING PROGRAM

Project Title/File Number:	WRSP PCL W-20 – Coffee Shack; File #PL20-0142
Project Location:	1875 Pleasant Grove Boulevard, Roseville, Placer County, CA; APN 017-152-018-000
Project Description:	The proposed project is a 910-square-foot drive-through coffee kiosk with associated parking and landscaping. The project entitlements include a General Plan Amendment and Specific Plan Amendment to modify the land use from Low Density Residential (LDR) to Community Commercial (CC), a Rezone from Single-Family Residential/Development Standards (R1/DS) to Community Commercial (CC), a Development Agreement Amendment to reflect the land use change, a Conditional Use Permit to allow a drive-through use contiguous to a residential zoned parcel, and a Design Review Permit to approve the building architecture and site design.
Environmental Document	Mitigated Negative Declaration
Project Applicant:	David Cobbs, Baker Williams Engineering Group
Property Owner:	Chris Winter, Pulte Home Company, LLC
Lead Agency Contact Person:	Kinarik Shallow, Associate Planner; Phone (916) 746-1309

Section 21081.6 of the California Public Resources Code requires public agencies to "adopt a reporting and monitoring program for the changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment." This Mitigation Monitoring and Reporting Program has been adopted for the purpose of avoiding environmental impacts

MONITORING PROCESS: Existing monitoring mechanisms are in place that assist the City of Roseville in meeting the intent of CEQA. These existing monitoring mechanisms eliminate the need to develop new monitoring processes for each mitigation measure. These mechanisms include grading plan review and approval, improvement/building plan review and approval and on-site inspections by City Departments. Given that these monitoring processes are requirements of the project, they are not included in the mitigation monitoring program.

It shall be the responsibility of the project applicant/owner to provide written notification to the City using the Mitigation Verification Cover Sheet and Forms, in a timely manner, of the completion of each Mitigation Measure as identified on the following pages. The City will verify that the project is in compliance with the adopted Mitigation Monitoring and Reporting Program. Any non-compliance will be reported by the City to the applicant/owner, and it shall be the project applicant's/owner's responsibility to rectify the situation by bringing the project into compliance. The purpose of this program is to ensure diligent and good faith compliance with the Mitigation Measures which have been adopted as part of the project.

TABLE OF MITIGATION MEASURES

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to City	Staff Use Only
BIO-1: Avoid nesting sites To ensure that fully protected bird and raptor species are not injured or disturbed by construction in the vicinity of nesting habitat, the project applicant shall implement the following measures: (a) When feasible, all tree removal shall occur between August 30 and February 15 to avoid the breeding season of any raptor species that could be using the area, and to discourage hawks from nesting in the vicinity of an upcoming construction area. This period may be modified with the authorization of the DFG; or (b) Prior to the beginning of mass grading, including grading for major infrastructure improvements, during the period between February 15 and August 30, all trees and potential burrowing owl habitat within 350 feet of any grading or earthmoving activity shall be surveyed for active raptor nests or burrows by a qualified biologist no more than 30 days prior to disturbance. If active raptor nests or burrows are found, and the site is within 350 feet of potential construction activity, a fence shall be erected around the tree or burrow(s) at a distance of up to 350 feet, depending on the species, from the edge of the canopy to prevent construction disturbance and intrusions on the nest area. The appropriate buffer shall be determined by the City in consultation with CDFG. (c) No construction vehicles shall be permitted within restricted areas (i.e., raptor protection zones), unless directly related to the management or protection of the legally protected species. (d) In the event that a nest is abandoned, despite efforts to minimize disturbance, and if the nestlings are still alive, the developer shall contact CDFG and, subject to CDFG approval, fund the recovery and hacking (controlled release of captive reared young) of the nestling(s). (e) If a legally protected species nest is located in a tree designated for removal, the removal shall be deferred until after August 30th, or until the adults and young of the year are no longer dependent on the nest site as determined by a qualified biologist. (f) The project applicant, in consultation with the CDFG, shall conduct a pre-construction survey within the phases of the project site that are scheduled for construction activities. The survey shall be conducted by a qualified biologist to determine if burrowing owls are occupying the project site. The survey shall be conducted no more than three weeks prior to grading of the project site. If the above survey does not identify burrowing owls on the project site, then no further mitigation would be required. However, should burrowing owls be found on the project site, the following measures shall be required: (g) The applicant shall avoid all potential burrowing owl burrows that may be disturbed by project construction during the breeding season between February 15 and August 30 (the period when nest burrows are typically occupied by adults with eggs or young). Avoidance shall include the establishment of a 350-foot diameter non-disturbance buffer zone around any occupied burrows. The buffer zone shall be delineated by highly visible temporary construction fencing. Disturbance of any occupied burrows shall only occur outside of the breeding season (August 30 through February 15). Based on approval by the CDFG, preconstruction and nonbreeding season exclusion measures may be implemented to preclude burrowing owl occupation of the project site prior to project-related disturbance (such as grading). Burrowing owls may be passively excluded from burrows in the construction area by placing one-way doors in the burrows according to current CDFG protocol. The one-way doors must be in place for a minimum of three days. All burrows that may be occupied by burrowing owls, regardless of whether they exhibit signs of occupation, must be cleared. Burrows that have been cleared through the use of the one-way doors shall then be closed or backfilled to prevent owls from entering the burrow. The one-way doors shall not be used more than two weeks before construction to ensure that owls do not recolonize the area of construction.	Results of preconstruction surveys shall be submitted prior to the issuance of a grading permit or Improvement Plans. Applicable construction restrictions shall be reflected within plans. The applicants shall prepare annual reports on the status and success of mitigation and shall submit these reports to USFWS and CDFG. The applicants shall coordinate with USFWS and CDFG to modify as necessary any mitigation plans in an effort to attain mitigation success.	*Pre-Construction and Construction*: Surveys required prior to construction. If surveys are positive for birds, then remainder of mitigation steps are required prior to construction. Add as note on Improvement Plans.	Engineering	Nesting bird surveys	

NOI-1: Commercial Noise Control For all commercial uses within 150 feet of residential uses, implement the following or equally effective measures: (a) For commercial loading docks and on-site truck circulation areas that are planned to be within 150 feet of sensitive receptors (including backyards), the following measures shall be implemented: (1) Loading docks and on-site truck circulation routes shall be designed to ensure that noise levels do not exceed 70 dB Lmax or 50 dB hourly Leq at the nearest residence. An acoustic analysis shall demonstrate that the loading area design, including any noise attenuation features (e.g., covering, sound walls, orientation) would be adequate to achieve this standard; and, (2) Deliveries shall generally be limited to the hours between 7:00 A.M. and 10:00 P.M. (b) For all commercial buildings, roof-top HVAC shall be oriented away from residential areas and systems shall not produce noise levels that exceed 50 dB at a distance of 25 feet. In addition, roof-top parapets shall block line-of-sight from noise-sensitive uses to HVAC equipment. (c) Setbacks or enhanced barriers (e.g., 8 feet tall) as needed to achieve City standards. (d) In order to satisfy the applicable City of Roseville General Plan nighttime hourly average noise level standards, one of the following specific noise mitigation measures are recommended: 1. The construction of a 10' solid noise barrier along the southern project property boundary. The solid barrier could consist of either masonry or precast concrete panels. OR 2. Limit drive-through operations to the hours between 7:00 A.M. to 10:00 P.M. An acoustical analysis shall be conducted to demonstrate that City noise standards would be achieved by these measures. Additional measures shall be implemented, if needed, to meet the standards.	Project plans will be reviewed for compliance. The applicants shall submit site-specific acoustical analyses to the Chief Building Inspector for review.	*Pre-Construction:* Prior to issuance of Improvement Plans and/or Building Permits Add as note on Improvement Plans and Building Plans	Engineering will review Improvement Plans for compliance with wall and noise requirements. Building will review Building Plans for compliance with HVAC requirements.	An Acoustical Study	
MM 4.8-1: 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, and the City of Roseville shall be immediately notified. At that time, the City shall coordinate any necessary investigation of the site with qualified archaeologists as needed to assess the resource and provide proper management recommendations. Possible management recommendations for important resources could include resource avoidance or data recovery excavations. The contractor shall implement any measures deemed necessary for the protection of the cultural resources. In addition, pursuant to section 5097.98 of the State Public Resources Code, and section 7050.5 of the State Health and Safety Code, in the event of the discovery of human remains, the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.	This condition shall be reflected in all construction and building plans, and construction site workers shall be advised by the site manager of this measure.	*Construction*: Measure applies if resources are discovered during construction. Add as note on Improvement Plans and Building Plans.	Engineering and Building	None	
MM 4.8-10: Cease Work Until Review Conducted by Qualified Paleontologist and Recommendations Implemented Should any evidence of paleontological resources (e.g., fossils) be encountered during grading or excavation, work shall be suspended within 100 feet of the find, and the City of Roseville shall be immediately notified. At that time, the City shall coordinate any necessary investigation of the site with a qualified paleontologist to assess the resource and provide proper management recommendations. Possible management recommendations for important resources could include resource avoidance or data recovery excavations. The contractor shall implement any measures deemed necessary by the paleontologist for the protection of the paleontological resources.	This condition shall be reflected in all construction and building plans, and construction site workers shall be advised by the site manager of this measure.	*Construction*: Measure applies if resources are discovered during construction. Add as note on Improvement Plans and Building Plans.	Engineering and Building	None	

CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT
311 Vernon Street, Roseville, CA 95678 (916) 774-5276

MITIGATION VERIFICATION SUBMITTAL COVER SHEET

Project Title/Planning File # _____

Project Address _____

Property Owner _____

Planning Division Contact _____

SUMMARY OF VERIFICATION MATERIALS INCLUDED IN THIS SUBMITTAL

Mitigation Measure	Supporting Attachments Included	Date Complete

I HAVE ATTACHED THE FOLLOWING REQUIRED ITEMS:

☐ Table of Applicable Mitigation Measures

☐ Mitigation Verification Form(s)

☐ Specific supporting documentation required by measure(s), if applicable (e.g. biologist's report)

I hereby certify under penalty of perjury under the laws of the State of California that I am the property owner or an agent of the property owner and am authorized to submit this Mitigation Verification Form. I also certify that the above-listed mitigation measures have been completed in the manner required, and that all of the information in this submittal is true and correct, to the best of my knowledge:

_____ _____ _____

Signature and Date | Print Name | Contact Number

MITIGATION VERIFICATION FORM

Mitigation Measure

Description of Monitoring and Verification Work Performed. The following information is a required part of the description: dates, personnel names or titles, and the stage/phase of construction work. Additional notes sheets may be attached, if necessary, or the below may simply reference a separate attachment that provides the required information.

INSTRUCTIONS

COVER SHEET:

A Cover Sheet for the project/development is prepared by City staff, with the top portion filled out. Each time Mitigation Verification Forms(s) are being submitted, a Cover Sheet completed by the Developer, Contractor, or Designee is required. An example of a completed summary table is provided below. The signature on the Cover Sheet must be *original wet ink*.

EXAMPLE MITIGATION VERIFICATION SUBMITTAL COVER SHEET

Project Title/Planning File #	New Coffee Shop, PL15-0000
Project Address	10 Justashort Street
Property Owner	Jane Owner
Planning Division Contact	Joe Planner, Associate Planner, (916) 774-####

SUMMARY OF VERIFICATION MATERIALS INCLUDED IN THIS SUBMITTAL

Mitigation Measure	Supporting Attachments Included	Date Complete
MM-3	Copy of survey report signed by biologist	5/10/2016
MM-4	All information included in Mitigation Verification Form	5/12/2016
MM-5	E-mail from Air District approving Dust Control Plan	5/05/2016

MITIGATION VERIFICATION FORM:

A Mitigation Verification Form is provided by City staff, along with the Cover Sheet and Table of Applicable Mitigation Measures. A form is filled in and submitted for each mitigation measure by the Developer, Contractor, or Designee. The form needs only the mitigation number to be filled in, along with the Description of Monitoring and Verification Work Performed. Multiple forms may be submitted simultaneously, under one cover sheet. It is also permissible to submit a form for each part of a measure, on separate dates. For instance, in the example measure MM-4 in the table above, the actual mitigation requires informing construction workers *and* retaining a qualified archeologist if resources are uncovered. Thus, a developer may submit a form in May certifying that construction workers have been informed, and also submit a second copy of the form in July because resources were discovered and additional actions had to be undertaken.

Each mitigation measure specifies the type of supporting documentation required; this must be submitted in order for the City to accept the mitigation as complete. An example of a completed Mitigation Verification Form is provided below.

EXAMPLE
MITIGATION VERIFICATION FORM

Mitigation Measure MM3

Description of Monitoring and Verification Work Performed. The following information is a required part of the description: dates, personnel names or titles, and the stage/phase of construction work. Additional notes sheets may be attached, if necessary, or the below may simply reference a separate attachment that provides the required information.

The mitigation measure text is included on the Improvement Plans General Notes page (Improvement Plan EN15-0001). On May 4, 2016, prior to any ground-disturbing activities (the pre-construction phase), a site meeting was held. At this meeting, workers on the site were informed of the potential to unearth remains, and were instructed to cease work and notify their supervisor immediately if any resources were observed.

W-20 Coffee Shack

Placer-Sacramento County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Fast Food Restaurant with Drive Thru	0.91	1000sqft	0.02	910.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	74
Climate Zone	2			**Operational Year**	2022
Utility Company	Roseville Electric				
CO2 Intensity (lb/MWhr)	793.8	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics - Start of construction and operational year are estimated.

Land Use - Proposed use is a drive thru coffee shop.

Energy Use -

Table Name	Column Name	Default Value	New Value

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.0508	0.4675	0.4354	6.9000e-004	1.8600e-003	0.0261	0.0280	6.7000e-004	0.0241	0.0248	0.0000	60.4036	60.4036	0.0182	0.0000	60.8594
Maximum	**0.0508**	**0.4675**	**0.4354**	**6.9000e-004**	**1.8600e-003**	**0.0261**	**0.0280**	**6.7000e-004**	**0.0241**	**0.0248**	**0.0000**	**60.4036**	**60.4036**	**0.0182**	**0.0000**	**60.8594**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.0508	0.4675	0.4354	6.9000e-004	1.8600e-003	0.0261	0.0280	6.7000e-004	0.0241	0.0248	0.0000	60.4035	60.4035	0.0182	0.0000	60.8593
Maximum	**0.0508**	**0.4675**	**0.4354**	**6.9000e-004**	**1.8600e-003**	**0.0261**	**0.0280**	**6.7000e-004**	**0.0241**	**0.0248**	**0.0000**	**60.4035**	**60.4035**	**0.0182**	**0.0000**	**60.8593**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	6-1-2021	8-31-2021	0.2840	0.2840
2	9-1-2021	9-30-2021	0.0939	0.0939
		Highest	0.2840	0.2840

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	3.9800e-003	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	2.0000e-005
Energy	5.4000e-004	4.8800e-003	4.1000e-003	3.0000e-005		3.7000e-004	3.7000e-004		3.7000e-004	3.7000e-004	0.0000	15.5851	15.5851	4.8000e-004	1.8000e-004	15.6492
Mobile	0.1067	0.7111	0.8355	2.7100e-003	0.1691	2.3700e-003	0.1715	0.0455	2.2200e-003	0.0477	0.0000	250.1873	250.1873	0.0151	0.0000	250.5645
Waste						0.0000	0.0000		0.0000	0.0000	2.1274	0.0000	2.1274	0.1257	0.0000	5.2704
Water						0.0000	0.0000		0.0000	0.0000	0.0876	0.5604	0.6480	9.0200e-003	2.2000e-004	0.9381
Total	**0.1112**	**0.7159**	**0.8396**	**2.7400e-003**	**0.1691**	**2.7400e-003**	**0.1719**	**0.0455**	**2.5900e-003**	**0.0481**	**2.2150**	**266.3328**	**268.5478**	**0.1503**	**4.0000e-004**	**272.4223**

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	3.9800e-003	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	2.0000e-005
Energy	5.4000e-004	4.8800e-003	4.1000e-003	3.0000e-005		3.7000e-004	3.7000e-004		3.7000e-004	3.7000e-004	0.0000	15.5851	15.5851	4.8000e-004	1.8000e-004	15.6492
Mobile	0.1067	0.7111	0.8355	2.7100e-003	0.1691	2.3700e-003	0.1715	0.0455	2.2200e-003	0.0477	0.0000	250.1873	250.1873	0.0151	0.0000	250.5645
Waste						0.0000	0.0000		0.0000	0.0000	2.1274	0.0000	2.1274	0.1257	0.0000	5.2704
Water						0.0000	0.0000		0.0000	0.0000	0.0876	0.5604	0.6480	9.0200e-003	2.2000e-004	0.9381
Total	**0.1112**	**0.7159**	**0.8396**	**2.7400e-003**	**0.1691**	**2.7400e-003**	**0.1719**	**0.0455**	**2.5900e-003**	**0.0481**	**2.2150**	**266.3328**	**268.5478**	**0.1503**	**4.0000e-004**	**272.4223**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	6/1/2021	6/14/2021	5	10	
2	Site Preparation	Site Preparation	6/15/2021	6/15/2021	5	1	
3	Grading	Grading	6/16/2021	6/17/2021	5	2	
4	Building Construction	Building Construction	6/18/2021	11/4/2021	5	100	
5	Paving	Paving	11/5/2021	11/11/2021	5	5	
6	Architectural Coating	Architectural Coating	11/12/2021	11/18/2021	5	5	

Acres of Grading (Site Preparation Phase): 0.5

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 1,365; Non-Residential Outdoor: 455; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

W-20 Coffee Shack - Placer-Sacramento County, Annual

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	4	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Grading	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	4.00	231	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	7.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	1.00	247	0.40
Grading	Rubber Tired Dozers	1	1.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Grading	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	2	5.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	0.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	0.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.9800e-003	0.0363	0.0379	6.0000e-005		2.0400e-003	2.0400e-003		1.9400e-003	1.9400e-003	0.0000	5.2047	5.2047	9.7000e-004	0.0000	5.2289
Total	**3.9800e-003**	**0.0363**	**0.0379**	**6.0000e-005**		**2.0400e-003**	**2.0400e-003**		**1.9400e-003**	**1.9400e-003**	**0.0000**	**5.2047**	**5.2047**	**9.7000e-004**	**0.0000**	**5.2289**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6000e-004	1.1000e-004	1.1900e-003	0.0000	3.9000e-004	0.0000	4.0000e-004	1.0000e-004	0.0000	1.1000e-004	0.0000	0.3270	0.3270	1.0000e-005	0.0000	0.3272
Total	**1.6000e-004**	**1.1000e-004**	**1.1900e-003**	**0.0000**	**3.9000e-004**	**0.0000**	**4.0000e-004**	**1.0000e-004**	**0.0000**	**1.1000e-004**	**0.0000**	**0.3270**	**0.3270**	**1.0000e-005**	**0.0000**	**0.3272**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.9800e-003	0.0363	0.0379	6.0000e-005		2.0400e-003	2.0400e-003		1.9400e-003	1.9400e-003	0.0000	5.2047	5.2047	9.7000e-004	0.0000	5.2289
Total	**3.9800e-003**	**0.0363**	**0.0379**	**6.0000e-005**		**2.0400e-003**	**2.0400e-003**		**1.9400e-003**	**1.9400e-003**	**0.0000**	**5.2047**	**5.2047**	**9.7000e-004**	**0.0000**	**5.2289**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6000e-004	1.1000e-004	1.1900e-003	0.0000	3.9000e-004	0.0000	4.0000e-004	1.0000e-004	0.0000	1.1000e-004	0.0000	0.3270	0.3270	1.0000e-005	0.0000	0.3272
Total	**1.6000e-004**	**1.1000e-004**	**1.1900e-003**	**0.0000**	**3.9000e-004**	**0.0000**	**4.0000e-004**	**1.0000e-004**	**0.0000**	**1.1000e-004**	**0.0000**	**0.3270**	**0.3270**	**1.0000e-005**	**0.0000**	**0.3272**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.7000e-004	0.0000	2.7000e-004	3.0000e-005	0.0000	3.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.2000e-004	3.9100e-003	2.0100e-003	0.0000		1.5000e-004	1.5000e-004		1.4000e-004	1.4000e-004	0.0000	0.4276	0.4276	1.4000e-004	0.0000	0.4310
Total	**3.2000e-004**	**3.9100e-003**	**2.0100e-003**	**0.0000**	**2.7000e-004**	**1.5000e-004**	**4.2000e-004**	**3.0000e-005**	**1.4000e-004**	**1.7000e-004**	**0.0000**	**0.4276**	**0.4276**	**1.4000e-004**	**0.0000**	**0.4310**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.0000e-005	1.0000e-005	6.0000e-005	0.0000	2.0000e-005	0.0000	2.0000e-005	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0164	0.0164	0.0000	0.0000	0.0164
Total	**1.0000e-005**	**1.0000e-005**	**6.0000e-005**	**0.0000**	**2.0000e-005**	**0.0000**	**2.0000e-005**	**1.0000e-005**	**0.0000**	**1.0000e-005**	**0.0000**	**0.0164**	**0.0164**	**0.0000**	**0.0000**	**0.0164**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.7000e-004	0.0000	2.7000e-004	3.0000e-005	0.0000	3.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.2000e-004	3.9100e-003	2.0100e-003	0.0000		1.5000e-004	1.5000e-004		1.4000e-004	1.4000e-004	0.0000	0.4276	0.4276	1.4000e-004	0.0000	0.4310
Total	**3.2000e-004**	**3.9100e-003**	**2.0100e-003**	**0.0000**	**2.7000e-004**	**1.5000e-004**	**4.2000e-004**	**3.0000e-005**	**1.4000e-004**	**1.7000e-004**	**0.0000**	**0.4276**	**0.4276**	**1.4000e-004**	**0.0000**	**0.4310**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.0000e-005	1.0000e-005	6.0000e-005	0.0000	2.0000e-005	0.0000	2.0000e-005	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0164	0.0164	0.0000	0.0000	0.0164
Total	**1.0000e-005**	**1.0000e-005**	**6.0000e-005**	**0.0000**	**2.0000e-005**	**0.0000**	**2.0000e-005**	**1.0000e-005**	**0.0000**	**1.0000e-005**	**0.0000**	**0.0164**	**0.0164**	**0.0000**	**0.0000**	**0.0164**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					7.5000e-004	0.0000	7.5000e-004	4.1000e-004	0.0000	4.1000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	8.0000e-004	7.2500e-003	7.5700e-003	1.0000e-005		4.1000e-004	4.1000e-004		3.9000e-004	3.9000e-004	0.0000	1.0409	1.0409	1.9000e-004	0.0000	1.0458
Total	**8.0000e-004**	**7.2500e-003**	**7.5700e-003**	**1.0000e-005**	**7.5000e-004**	**4.1000e-004**	**1.1600e-003**	**4.1000e-004**	**3.9000e-004**	**8.0000e-004**	**0.0000**	**1.0409**	**1.0409**	**1.9000e-004**	**0.0000**	**1.0458**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.0000e-005	2.0000e-005	2.4000e-004	0.0000	8.0000e-005	0.0000	8.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0654	0.0654	0.0000	0.0000	0.0654
Total	**3.0000e-005**	**2.0000e-005**	**2.4000e-004**	**0.0000**	**8.0000e-005**	**0.0000**	**8.0000e-005**	**2.0000e-005**	**0.0000**	**2.0000e-005**	**0.0000**	**0.0654**	**0.0654**	**0.0000**	**0.0000**	**0.0654**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					7.5000e-004	0.0000	7.5000e-004	4.1000e-004	0.0000	4.1000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	8.0000e-004	7.2500e-003	7.5700e-003	1.0000e-005		4.1000e-004	4.1000e-004		3.9000e-004	3.9000e-004	0.0000	1.0409	1.0409	1.9000e-004	0.0000	1.0458
Total	**8.0000e-004**	**7.2500e-003**	**7.5700e-003**	**1.0000e-005**	**7.5000e-004**	**4.1000e-004**	**1.1600e-003**	**4.1000e-004**	**3.9000e-004**	**8.0000e-004**	**0.0000**	**1.0409**	**1.0409**	**1.9000e-004**	**0.0000**	**1.0458**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.0000e-005	2.0000e-005	2.4000e-004	0.0000	8.0000e-005	0.0000	8.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0654	0.0654	0.0000	0.0000	0.0654
Total	**3.0000e-005**	**2.0000e-005**	**2.4000e-004**	**0.0000**	**8.0000e-005**	**0.0000**	**8.0000e-005**	**2.0000e-005**	**0.0000**	**2.0000e-005**	**0.0000**	**0.0654**	**0.0654**	**0.0000**	**0.0000**	**0.0654**

3.5 Building Construction - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0388	0.3993	0.3632	5.7000e-004		0.0224	0.0224		0.0206	0.0206	0.0000	50.0410	50.0410	0.0162	0.0000	50.4456
Total	**0.0388**	**0.3993**	**0.3632**	**5.7000e-004**		**0.0224**	**0.0224**		**0.0206**	**0.0206**	**0.0000**	**50.0410**	**50.0410**	**0.0162**	**0.0000**	**50.4456**

3.5 Building Construction - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0388	0.3993	0.3632	5.7000e-004		0.0224	0.0224		0.0206	0.0206	0.0000	50.0410	50.0410	0.0162	0.0000	50.4456
Total	**0.0388**	**0.3993**	**0.3632**	**5.7000e-004**		**0.0224**	**0.0224**		**0.0206**	**0.0206**	**0.0000**	**50.0410**	**50.0410**	**0.0162**	**0.0000**	**50.4456**

3.5 Building Construction - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

3.6 Paving - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	1.8000e-003	0.0168	0.0177	3.0000e-005		8.8000e-004	8.8000e-004		8.2000e-004	8.2000e-004	0.0000	2.3481	2.3481	6.8000e-004	0.0000	2.3652
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**1.8000e-003**	**0.0168**	**0.0177**	**3.0000e-005**		**8.8000e-004**	**8.8000e-004**		**8.2000e-004**	**8.2000e-004**	**0.0000**	**2.3481**	**2.3481**	**6.8000e-004**	**0.0000**	**2.3652**

3.6 Paving - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.5000e-004	1.0000e-004	1.0700e-003	0.0000	3.5000e-004	0.0000	3.6000e-004	9.0000e-005	0.0000	1.0000e-004	0.0000	0.2943	0.2943	1.0000e-005	0.0000	0.2944
Total	**1.5000e-004**	**1.0000e-004**	**1.0700e-003**	**0.0000**	**3.5000e-004**	**0.0000**	**3.6000e-004**	**9.0000e-005**	**0.0000**	**1.0000e-004**	**0.0000**	**0.2943**	**0.2943**	**1.0000e-005**	**0.0000**	**0.2944**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	1.8000e-003	0.0168	0.0177	3.0000e-005		8.8000e-004	8.8000e-004		8.2000e-004	8.2000e-004	0.0000	2.3481	2.3481	6.8000e-004	0.0000	2.3652
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**1.8000e-003**	**0.0168**	**0.0177**	**3.0000e-005**		**8.8000e-004**	**8.8000e-004**		**8.2000e-004**	**8.2000e-004**	**0.0000**	**2.3481**	**2.3481**	**6.8000e-004**	**0.0000**	**2.3652**

3.6 Paving - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.5000e-004	1.0000e-004	1.0700e-003	0.0000	3.5000e-004	0.0000	3.6000e-004	9.0000e-005	0.0000	1.0000e-004	0.0000	0.2943	0.2943	1.0000e-005	0.0000	0.2944
Total	**1.5000e-004**	**1.0000e-004**	**1.0700e-003**	**0.0000**	**3.5000e-004**	**0.0000**	**3.6000e-004**	**9.0000e-005**	**0.0000**	**1.0000e-004**	**0.0000**	**0.2943**	**0.2943**	**1.0000e-005**	**0.0000**	**0.2944**

3.7 Architectural Coating - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.2200e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	5.5000e-004	3.8200e-003	4.5400e-003	1.0000e-005		2.4000e-004	2.4000e-004		2.4000e-004	2.4000e-004	0.0000	0.6383	0.6383	4.0000e-005	0.0000	0.6394
Total	**4.7700e-003**	**3.8200e-003**	**4.5400e-003**	**1.0000e-005**		**2.4000e-004**	**2.4000e-004**		**2.4000e-004**	**2.4000e-004**	**0.0000**	**0.6383**	**0.6383**	**4.0000e-005**	**0.0000**	**0.6394**

3.7 Architectural Coating - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.2200e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	5.5000e-004	3.8200e-003	4.5400e-003	1.0000e-005		2.4000e-004	2.4000e-004		2.4000e-004	2.4000e-004	0.0000	0.6383	0.6383	4.0000e-005	0.0000	0.6394
Total	**4.7700e-003**	**3.8200e-003**	**4.5400e-003**	**1.0000e-005**		**2.4000e-004**	**2.4000e-004**		**2.4000e-004**	**2.4000e-004**	**0.0000**	**0.6383**	**0.6383**	**4.0000e-005**	**0.0000**	**0.6394**

3.7 Architectural Coating - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.1067	0.7111	0.8355	2.7100e-003	0.1691	2.3700e-003	0.1715	0.0455	2.2200e-003	0.0477	0.0000	250.1873	250.1873	0.0151	0.0000	250.5645
Unmitigated	0.1067	0.7111	0.8355	2.7100e-003	0.1691	2.3700e-003	0.1715	0.0455	2.2200e-003	0.0477	0.0000	250.1873	250.1873	0.0151	0.0000	250.5645

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Fast Food Restaurant with Drive Thru	451.47	657.05	493.88	454,919	454,919
Total	451.47	657.05	493.88	454,919	454,919

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Fast Food Restaurant with Drive	9.50	7.30	7.30	2.20	78.80	19.00	29	21	50

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Fast Food Restaurant with Drive Thru	0.499712	0.039404	0.220288	0.124864	0.021993	0.006021	0.030614	0.046741	0.001428	0.001188	0.005840	0.000765	0.001142

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	10.2720	10.2720	3.8000e-004	8.0000e-005	10.3045
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	10.2720	10.2720	3.8000e-004	8.0000e-005	10.3045
NaturalGas Mitigated	5.4000e-004	4.8800e-003	4.1000e-003	3.0000e-005		3.7000e-004	3.7000e-004		3.7000e-004	3.7000e-004	0.0000	5.3131	5.3131	1.0000e-004	1.0000e-004	5.3446
NaturalGas Unmitigated	5.4000e-004	4.8800e-003	4.1000e-003	3.0000e-005		3.7000e-004	3.7000e-004		3.7000e-004	3.7000e-004	0.0000	5.3131	5.3131	1.0000e-004	1.0000e-004	5.3446

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Fast Food Restaurant with Drive Thru	99563.1	5.4000e-004	4.8800e-003	4.1000e-003	3.0000e-005		3.7000e-004	3.7000e-004		3.7000e-004	3.7000e-004	0.0000	5.3131	5.3131	1.0000e-004	1.0000e-004	5.3446
Total		**5.4000e-004**	**4.8800e-003**	**4.1000e-003**	**3.0000e-005**		**3.7000e-004**	**3.7000e-004**		**3.7000e-004**	**3.7000e-004**	**0.0000**	**5.3131**	**5.3131**	**1.0000e-004**	**1.0000e-004**	**5.3446**

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Fast Food Restaurant with Drive Thru	99563.1	5.4000e-004	4.8800e-003	4.1000e-003	3.0000e-005		3.7000e-004	3.7000e-004		3.7000e-004	3.7000e-004	0.0000	5.3131	5.3131	1.0000e-004	1.0000e-004	5.3446
Total		**5.4000e-004**	**4.8800e-003**	**4.1000e-003**	**3.0000e-005**		**3.7000e-004**	**3.7000e-004**		**3.7000e-004**	**3.7000e-004**	**0.0000**	**5.3131**	**5.3131**	**1.0000e-004**	**1.0000e-004**	**5.3446**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Fast Food Restaurant with Drive Thru	28528.5	10.2720	3.8000e-004	8.0000e-005	10.3045
Total		**10.2720**	**3.8000e-004**	**8.0000e-005**	**10.3045**

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Fast Food Restaurant with Drive Thru	28528.5	10.2720	3.8000e-004	8.0000e-005	10.3045
Total		**10.2720**	**3.8000e-004**	**8.0000e-005**	**10.3045**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	3.9800e-003	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	2.0000e-005
Unmitigated	3.9800e-003	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	2.0000e-005

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	4.2000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	3.5500e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0000	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	2.0000e-005
Total	**3.9700e-003**	**0.0000**	**1.0000e-005**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**	**2.0000e-005**	**2.0000e-005**	**0.0000**	**0.0000**	**2.0000e-005**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	4.2000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	3.5500e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0000	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	2.0000e-005
Total	**3.9700e-003**	**0.0000**	**1.0000e-005**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**	**2.0000e-005**	**2.0000e-005**	**0.0000**	**0.0000**	**2.0000e-005**

7.0 Water Detail

7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	0.6480	9.0200e-003	2.2000e-004	0.9381
Unmitigated	0.6480	9.0200e-003	2.2000e-004	0.9381

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Fast Food Restaurant with Drive Thru	0.276216 / 0.0176308	0.6480	9.0200e-003	2.2000e-004	0.9381
Total		**0.6480**	**9.0200e-003**	**2.2000e-004**	**0.9381**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Fast Food Restaurant with Drive Thru	0.276216 / 0.0176308	0.6480	9.0200e-003	2.2000e-004	0.9381
Total		**0.6480**	**9.0200e-003**	**2.2000e-004**	**0.9381**

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	2.1274	0.1257	0.0000	5.2704
Unmitigated	2.1274	0.1257	0.0000	5.2704

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Fast Food Restaurant with Drive Thru	10.48	2.1274	0.1257	0.0000	5.2704
Total		**2.1274**	**0.1257**	**0.0000**	**5.2704**

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Fast Food Restaurant with Drive Thru	10.48	2.1274	0.1257	0.0000	5.2704
Total		**2.1274**	**0.1257**	**0.0000**	**5.2704**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

W-20 Coffee Shack

Placer-Sacramento County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Fast Food Restaurant with Drive Thru	0.91	1000sqft	0.02	910.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	74
Climate Zone	2			**Operational Year**	2022
Utility Company	Roseville Electric				
CO2 Intensity (lb/MWhr)	793.8	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics - Start of construction and operational year are estimated.

Land Use - Proposed use is a drive thru coffee shop.

Energy Use -

Table Name	Column Name	Default Value	New Value

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	1.9060	7.9850	7.8385	0.0128	0.8349	0.4475	1.2428	0.4356	0.4117	0.8246	0.0000	1,226.4174	1,226.4174	0.3568	0.0000	1,231.8084
Maximum	**1.9060**	**7.9850**	**7.8385**	**0.0128**	**0.8349**	**0.4475**	**1.2428**	**0.4356**	**0.4117**	**0.8246**	**0.0000**	**1,226.4174**	**1,226.4174**	**0.3568**	**0.0000**	**1,231.8084**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	1.9060	7.9850	7.8385	0.0128	0.8349	0.4475	1.2428	0.4356	0.4117	0.8246	0.0000	1,226.4174	1,226.4174	0.3568	0.0000	1,231.8084
Maximum	**1.9060**	**7.9850**	**7.8385**	**0.0128**	**0.8349**	**0.4475**	**1.2428**	**0.4356**	**0.4117**	**0.8246**	**0.0000**	**1,226.4174**	**1,226.4174**	**0.3568**	**0.0000**	**1,231.8084**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.0218	0.0000	9.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000		2.0000e-004	2.0000e-004	0.0000		2.1000e-004
Energy	2.9400e-003	0.0267	0.0225	1.6000e-004		2.0300e-003	2.0300e-003		2.0300e-003	2.0300e-003		32.0913	32.0913	6.2000e-004	5.9000e-004	32.2820
Mobile	1.0014	5.2262	6.0915	0.0213	1.3106	0.0173	1.3279	0.3512	0.0162	0.3675		2,170.8611	2,170.8611	0.1183		2,173.8190
Total	**1.0262**	**5.2530**	**6.1141**	**0.0215**	**1.3106**	**0.0193**	**1.3299**	**0.3512**	**0.0182**	**0.3695**		**2,202.9525**	**2,202.9525**	**0.1189**	**5.9000e-004**	**2,206.1012**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.0218	0.0000	9.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000		2.0000e-004	2.0000e-004	0.0000		2.1000e-004
Energy	2.9400e-003	0.0267	0.0225	1.6000e-004		2.0300e-003	2.0300e-003		2.0300e-003	2.0300e-003		32.0913	32.0913	6.2000e-004	5.9000e-004	32.2820
Mobile	1.0014	5.2262	6.0915	0.0213	1.3106	0.0173	1.3279	0.3512	0.0162	0.3675		2,170.8611	2,170.8611	0.1183		2,173.8190
Total	**1.0262**	**5.2530**	**6.1141**	**0.0215**	**1.3106**	**0.0193**	**1.3299**	**0.3512**	**0.0182**	**0.3695**		**2,202.9525**	**2,202.9525**	**0.1189**	**5.9000e-004**	**2,206.1012**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	6/1/2021	6/14/2021	5	10	
2	Site Preparation	Site Preparation	6/15/2021	6/15/2021	5	1	
3	Grading	Grading	6/16/2021	6/17/2021	5	2	
4	Building Construction	Building Construction	6/18/2021	11/4/2021	5	100	
5	Paving	Paving	11/5/2021	11/11/2021	5	5	
6	Architectural Coating	Architectural Coating	11/12/2021	11/18/2021	5	5	

Acres of Grading (Site Preparation Phase): 0.5

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 1,365; Non-Residential Outdoor: 455; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	4	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Grading	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	4.00	231	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	7.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	1.00	247	0.40
Grading	Rubber Tired Dozers	1	1.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Grading	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	2	5.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	0.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	0.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7965	7.2530	7.5691	0.0120		0.4073	0.4073		0.3886	0.3886		1,147.4338	1,147.4338	0.2138		1,152.7797
Total	**0.7965**	**7.2530**	**7.5691**	**0.0120**		**0.4073**	**0.4073**		**0.3886**	**0.3886**		**1,147.4338**	**1,147.4338**	**0.2138**		**1,152.7797**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0361	0.0191	0.2694	7.9000e-004	0.0822	5.1000e-004	0.0827	0.0218	4.7000e-004	0.0223		78.9836	78.9836	1.8000e-003		79.0287
Total	**0.0361**	**0.0191**	**0.2694**	**7.9000e-004**	**0.0822**	**5.1000e-004**	**0.0827**	**0.0218**	**4.7000e-004**	**0.0223**		**78.9836**	**78.9836**	**1.8000e-003**		**79.0287**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7965	7.2530	7.5691	0.0120		0.4073	0.4073		0.3886	0.3886	0.0000	1,147.4338	1,147.4338	0.2138		1,152.7797
Total	**0.7965**	**7.2530**	**7.5691**	**0.0120**		**0.4073**	**0.4073**		**0.3886**	**0.3886**	**0.0000**	**1,147.4338**	**1,147.4338**	**0.2138**		**1,152.7797**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0361	0.0191	0.2694	7.9000e-004	0.0822	5.1000e-004	0.0827	0.0218	4.7000e-004	0.0223		78.9836	78.9836	1.8000e-003		79.0287
Total	**0.0361**	**0.0191**	**0.2694**	**7.9000e-004**	**0.0822**	**5.1000e-004**	**0.0827**	**0.0218**	**4.7000e-004**	**0.0223**		**78.9836**	**78.9836**	**1.8000e-003**		**79.0287**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	0.6403	7.8204	4.0274	9.7300e-003		0.2995	0.2995		0.2755	0.2755		942.5842	942.5842	0.3049		950.2055
Total	**0.6403**	**7.8204**	**4.0274**	**9.7300e-003**	**0.5303**	**0.2995**	**0.8297**	**0.0573**	**0.2755**	**0.3328**		**942.5842**	**942.5842**	**0.3049**		**950.2055**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0181	9.5700e-003	0.1347	4.0000e-004	0.0411	2.5000e-004	0.0413	0.0109	2.3000e-004	0.0111		39.4918	39.4918	9.0000e-004		39.5143
Total	**0.0181**	**9.5700e-003**	**0.1347**	**4.0000e-004**	**0.0411**	**2.5000e-004**	**0.0413**	**0.0109**	**2.3000e-004**	**0.0111**		**39.4918**	**39.4918**	**9.0000e-004**		**39.5143**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	0.6403	7.8204	4.0274	9.7300e-003		0.2995	0.2995		0.2755	0.2755	0.0000	942.5842	942.5842	0.3049		950.2055
Total	**0.6403**	**7.8204**	**4.0274**	**9.7300e-003**	**0.5303**	**0.2995**	**0.8297**	**0.0573**	**0.2755**	**0.3328**	**0.0000**	**942.5842**	**942.5842**	**0.3049**		**950.2055**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0181	9.5700e-003	0.1347	4.0000e-004	0.0411	2.5000e-004	0.0413	0.0109	2.3000e-004	0.0111		39.4918	39.4918	9.0000e-004		39.5143
Total	**0.0181**	**9.5700e-003**	**0.1347**	**4.0000e-004**	**0.0411**	**2.5000e-004**	**0.0413**	**0.0109**	**2.3000e-004**	**0.0111**		**39.4918**	**39.4918**	**9.0000e-004**		**39.5143**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.7528	0.0000	0.7528	0.4138	0.0000	0.4138			0.0000			0.0000
Off-Road	0.7965	7.2530	7.5691	0.0120		0.4073	0.4073		0.3886	0.3886		1,147.4338	1,147.4338	0.2138		1,152.7797
Total	**0.7965**	**7.2530**	**7.5691**	**0.0120**	**0.7528**	**0.4073**	**1.1601**	**0.4138**	**0.3886**	**0.8024**		**1,147.4338**	**1,147.4338**	**0.2138**		**1,152.7797**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0361	0.0191	0.2694	7.9000e-004	0.0822	5.1000e-004	0.0827	0.0218	4.7000e-004	0.0223		78.9836	78.9836	1.8000e-003		79.0287
Total	**0.0361**	**0.0191**	**0.2694**	**7.9000e-004**	**0.0822**	**5.1000e-004**	**0.0827**	**0.0218**	**4.7000e-004**	**0.0223**		**78.9836**	**78.9836**	**1.8000e-003**		**79.0287**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.7528	0.0000	0.7528	0.4138	0.0000	0.4138			0.0000			0.0000
Off-Road	0.7965	7.2530	7.5691	0.0120		0.4073	0.4073		0.3886	0.3886	0.0000	1,147.4338	1,147.4338	0.2138		1,152.7797
Total	**0.7965**	**7.2530**	**7.5691**	**0.0120**	**0.7528**	**0.4073**	**1.1601**	**0.4138**	**0.3886**	**0.8024**	**0.0000**	**1,147.4338**	**1,147.4338**	**0.2138**		**1,152.7797**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0361	0.0191	0.2694	7.9000e-004	0.0822	5.1000e-004	0.0827	0.0218	4.7000e-004	0.0223		78.9836	78.9836	1.8000e-003		79.0287
Total	**0.0361**	**0.0191**	**0.2694**	**7.9000e-004**	**0.0822**	**5.1000e-004**	**0.0827**	**0.0218**	**4.7000e-004**	**0.0223**		**78.9836**	**78.9836**	**1.8000e-003**		**79.0287**

3.5 Building Construction - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7750	7.9850	7.2637	0.0114		0.4475	0.4475		0.4117	0.4117		1,103.2158	1,103.2158	0.3568		1,112.1358
Total	**0.7750**	**7.9850**	**7.2637**	**0.0114**		**0.4475**	**0.4475**		**0.4117**	**0.4117**		**1,103.2158**	**1,103.2158**	**0.3568**		**1,112.1358**

3.5 Building Construction - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**		**0.0000**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7750	7.9850	7.2637	0.0114		0.4475	0.4475		0.4117	0.4117	0.0000	1,103.2158	1,103.2158	0.3568		1,112.1358
Total	**0.7750**	**7.9850**	**7.2637**	**0.0114**		**0.4475**	**0.4475**		**0.4117**	**0.4117**	**0.0000**	**1,103.2158**	**1,103.2158**	**0.3568**		**1,112.1358**

3.5 Building Construction - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**		**0.0000**

3.6 Paving - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7214	6.7178	7.0899	0.0113		0.3534	0.3534		0.3286	0.3286		1,035.3425	1,035.3425	0.3016		1,042.8818
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.7214**	**6.7178**	**7.0899**	**0.0113**		**0.3534**	**0.3534**		**0.3286**	**0.3286**		**1,035.3425**	**1,035.3425**	**0.3016**		**1,042.8818**

3.6 Paving - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0650	0.0344	0.4849	1.4300e-003	0.1479	9.1000e-004	0.1488	0.0392	8.4000e-004	0.0401		142.1705	142.1705	3.2400e-003		142.2516
Total	**0.0650**	**0.0344**	**0.4849**	**1.4300e-003**	**0.1479**	**9.1000e-004**	**0.1488**	**0.0392**	**8.4000e-004**	**0.0401**		**142.1705**	**142.1705**	**3.2400e-003**		**142.2516**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7214	6.7178	7.0899	0.0113		0.3534	0.3534		0.3286	0.3286	0.0000	1,035.3425	1,035.3425	0.3016		1,042.8818
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.7214**	**6.7178**	**7.0899**	**0.0113**		**0.3534**	**0.3534**		**0.3286**	**0.3286**	**0.0000**	**1,035.3425**	**1,035.3425**	**0.3016**		**1,042.8818**

3.6 Paving - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0650	0.0344	0.4849	1.4300e-003	0.1479	9.1000e-004	0.1488	0.0392	8.4000e-004	0.0401		142.1705	142.1705	3.2400e-003		142.2516
Total	**0.0650**	**0.0344**	**0.4849**	**1.4300e-003**	**0.1479**	**9.1000e-004**	**0.1488**	**0.0392**	**8.4000e-004**	**0.0401**		**142.1705**	**142.1705**	**3.2400e-003**		**142.2516**

3.7 Architectural Coating - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	1.6871					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941		281.4481	281.4481	0.0193		281.9309
Total	**1.9060**	**1.5268**	**1.8176**	**2.9700e-003**		**0.0941**	**0.0941**		**0.0941**	**0.0941**		**281.4481**	**281.4481**	**0.0193**		**281.9309**

3.7 Architectural Coating - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**		**0.0000**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	1.6871					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941	0.0000	281.4481	281.4481	0.0193		281.9309
Total	**1.9060**	**1.5268**	**1.8176**	**2.9700e-003**		**0.0941**	**0.0941**		**0.0941**	**0.0941**	**0.0000**	**281.4481**	**281.4481**	**0.0193**		**281.9309**

3.7 Architectural Coating - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**		**0.0000**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.0014	5.2262	6.0915	0.0213	1.3106	0.0173	1.3279	0.3512	0.0162	0.3675		2,170.8611	2,170.8611	0.1183		2,173.8190
Unmitigated	1.0014	5.2262	6.0915	0.0213	1.3106	0.0173	1.3279	0.3512	0.0162	0.3675		2,170.8611	2,170.8611	0.1183		2,173.8190

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Fast Food Restaurant with Drive Thru	451.47	657.05	493.88	454,919	454,919
Total	451.47	657.05	493.88	454,919	454,919

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Fast Food Restaurant with Drive	9.50	7.30	7.30	2.20	78.80	19.00	29	21	50

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Fast Food Restaurant with Drive Thru	0.499712	0.039404	0.220288	0.124864	0.021993	0.006021	0.030614	0.046741	0.001428	0.001188	0.005840	0.000765	0.001142

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	2.9400e-003	0.0267	0.0225	1.6000e-004		2.0300e-003	2.0300e-003		2.0300e-003	2.0300e-003		32.0913	32.0913	6.2000e-004	5.9000e-004	32.2820
NaturalGas Unmitigated	2.9400e-003	0.0267	0.0225	1.6000e-004		2.0300e-003	2.0300e-003		2.0300e-003	2.0300e-003		32.0913	32.0913	6.2000e-004	5.9000e-004	32.2820

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Fast Food Restaurant with Drive Thru	272.776	2.9400e-003	0.0267	0.0225	1.6000e-004		2.0300e-003	2.0300e-003		2.0300e-003	2.0300e-003		32.0913	32.0913	6.2000e-004	5.9000e-004	32.2820
Total		**2.9400e-003**	**0.0267**	**0.0225**	**1.6000e-004**		**2.0300e-003**	**2.0300e-003**		**2.0300e-003**	**2.0300e-003**		**32.0913**	**32.0913**	**6.2000e-004**	**5.9000e-004**	**32.2820**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Fast Food Restaurant with Drive Thru	0.272776	2.9400e-003	0.0267	0.0225	1.6000e-004		2.0300e-003	2.0300e-003		2.0300e-003	2.0300e-003		32.0913	32.0913	6.2000e-004	5.9000e-004	32.2820
Total		**2.9400e-003**	**0.0267**	**0.0225**	**1.6000e-004**		**2.0300e-003**	**2.0300e-003**		**2.0300e-003**	**2.0300e-003**		**32.0913**	**32.0913**	**6.2000e-004**	**5.9000e-004**	**32.2820**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.0218	0.0000	9.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000		2.0000e-004	2.0000e-004	0.0000		2.1000e-004
Unmitigated	0.0218	0.0000	9.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000		2.0000e-004	2.0000e-004	0.0000		2.1000e-004

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.3100e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.0195					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e-005	0.0000	9.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000		2.0000e-004	2.0000e-004	0.0000		2.1000e-004
Total	**0.0218**	**0.0000**	**9.0000e-005**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**		**2.0000e-004**	**2.0000e-004**	**0.0000**		**2.1000e-004**

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.3100e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.0195					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e-005	0.0000	9.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000		2.0000e-004	2.0000e-004	0.0000		2.1000e-004
Total	**0.0218**	**0.0000**	**9.0000e-005**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**		**2.0000e-004**	**2.0000e-004**	**0.0000**		**2.1000e-004**

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

W-20 Coffee Shack

Placer-Sacramento County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Fast Food Restaurant with Drive Thru	0.91	1000sqft	0.02	910.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	74
Climate Zone	2			**Operational Year**	2022
Utility Company	Roseville Electric				
CO2 Intensity (lb/MWhr)	793.8	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics - Start of construction and operational year are estimated.

Land Use - Proposed use is a drive thru coffee shop.

Energy Use -

Table Name	Column Name	Default Value	New Value

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	1.9060	7.9850	7.8090	0.0127	0.8349	0.4475	1.2428	0.4356	0.4117	0.8246	0.0000	1,217.7527	1,217.7527	0.3568	0.0000	1,223.1394
Maximum	**1.9060**	**7.9850**	**7.8090**	**0.0127**	**0.8349**	**0.4475**	**1.2428**	**0.4356**	**0.4117**	**0.8246**	**0.0000**	**1,217.7527**	**1,217.7527**	**0.3568**	**0.0000**	**1,223.1394**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	1.9060	7.9850	7.8090	0.0127	0.8349	0.4475	1.2428	0.4356	0.4117	0.8246	0.0000	1,217.7527	1,217.7527	0.3568	0.0000	1,223.1394
Maximum	**1.9060**	**7.9850**	**7.8090**	**0.0127**	**0.8349**	**0.4475**	**1.2428**	**0.4356**	**0.4117**	**0.8246**	**0.0000**	**1,217.7527**	**1,217.7527**	**0.3568**	**0.0000**	**1,223.1394**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.0218	0.0000	9.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000		2.0000e-004	2.0000e-004	0.0000		2.1000e-004
Energy	2.9400e-003	0.0267	0.0225	1.6000e-004		2.0300e-003	2.0300e-003		2.0300e-003	2.0300e-003		32.0913	32.0913	6.2000e-004	5.9000e-004	32.2820
Mobile	0.7560	5.2655	6.7742	0.0195	1.3106	0.0180	1.3286	0.3512	0.0169	0.3681		1,985.7423	1,985.7423	0.1311		1,989.0197
Total	**0.7808**	**5.2922**	**6.7967**	**0.0197**	**1.3106**	**0.0200**	**1.3306**	**0.3512**	**0.0189**	**0.3701**		**2,017.8338**	**2,017.8338**	**0.1317**	**5.9000e-004**	**2,021.3019**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.0218	0.0000	9.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000		2.0000e-004	2.0000e-004	0.0000		2.1000e-004
Energy	2.9400e-003	0.0267	0.0225	1.6000e-004		2.0300e-003	2.0300e-003		2.0300e-003	2.0300e-003		32.0913	32.0913	6.2000e-004	5.9000e-004	32.2820
Mobile	0.7560	5.2655	6.7742	0.0195	1.3106	0.0180	1.3286	0.3512	0.0169	0.3681		1,985.7423	1,985.7423	0.1311		1,989.0197
Total	**0.7808**	**5.2922**	**6.7967**	**0.0197**	**1.3106**	**0.0200**	**1.3306**	**0.3512**	**0.0189**	**0.3701**		**2,017.8338**	**2,017.8338**	**0.1317**	**5.9000e-004**	**2,021.3019**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	6/1/2021	6/14/2021	5	10	
2	Site Preparation	Site Preparation	6/15/2021	6/15/2021	5	1	
3	Grading	Grading	6/16/2021	6/17/2021	5	2	
4	Building Construction	Building Construction	6/18/2021	11/4/2021	5	100	
5	Paving	Paving	11/5/2021	11/11/2021	5	5	
6	Architectural Coating	Architectural Coating	11/12/2021	11/18/2021	5	5	

Acres of Grading (Site Preparation Phase): 0.5

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 1,365; Non-Residential Outdoor: 455; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	4	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Grading	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	4.00	231	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	7.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	1.00	247	0.40
Grading	Rubber Tired Dozers	1	1.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Grading	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	2	5.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	0.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	0.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7965	7.2530	7.5691	0.0120		0.4073	0.4073		0.3886	0.3886		1,147.4338	1,147.4338	0.2138		1,152.7797
Total	**0.7965**	**7.2530**	**7.5691**	**0.0120**		**0.4073**	**0.4073**		**0.3886**	**0.3886**		**1,147.4338**	**1,147.4338**	**0.2138**		**1,152.7797**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0350	0.0240	0.2399	7.1000e-004	0.0822	5.1000e-004	0.0827	0.0218	4.7000e-004	0.0223		70.3189	70.3189	1.6300e-003		70.3597
Total	**0.0350**	**0.0240**	**0.2399**	**7.1000e-004**	**0.0822**	**5.1000e-004**	**0.0827**	**0.0218**	**4.7000e-004**	**0.0223**		**70.3189**	**70.3189**	**1.6300e-003**		**70.3597**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7965	7.2530	7.5691	0.0120		0.4073	0.4073		0.3886	0.3886	0.0000	1,147.4338	1,147.4338	0.2138		1,152.7797
Total	**0.7965**	**7.2530**	**7.5691**	**0.0120**		**0.4073**	**0.4073**		**0.3886**	**0.3886**	**0.0000**	**1,147.4338**	**1,147.4338**	**0.2138**		**1,152.7797**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0350	0.0240	0.2399	7.1000e-004	0.0822	5.1000e-004	0.0827	0.0218	4.7000e-004	0.0223		70.3189	70.3189	1.6300e-003		70.3597
Total	**0.0350**	**0.0240**	**0.2399**	**7.1000e-004**	**0.0822**	**5.1000e-004**	**0.0827**	**0.0218**	**4.7000e-004**	**0.0223**		**70.3189**	**70.3189**	**1.6300e-003**		**70.3597**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	0.6403	7.8204	4.0274	9.7300e-003		0.2995	0.2995		0.2755	0.2755		942.5842	942.5842	0.3049		950.2055
Total	**0.6403**	**7.8204**	**4.0274**	**9.7300e-003**	**0.5303**	**0.2995**	**0.8297**	**0.0573**	**0.2755**	**0.3328**		**942.5842**	**942.5842**	**0.3049**		**950.2055**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0175	0.0120	0.1200	3.5000e-004	0.0411	2.5000e-004	0.0413	0.0109	2.3000e-004	0.0111		35.1595	35.1595	8.2000e-004		35.1798
Total	**0.0175**	**0.0120**	**0.1200**	**3.5000e-004**	**0.0411**	**2.5000e-004**	**0.0413**	**0.0109**	**2.3000e-004**	**0.0111**		**35.1595**	**35.1595**	**8.2000e-004**		**35.1798**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	0.6403	7.8204	4.0274	9.7300e-003		0.2995	0.2995		0.2755	0.2755	0.0000	942.5842	942.5842	0.3049		950.2055
Total	**0.6403**	**7.8204**	**4.0274**	**9.7300e-003**	**0.5303**	**0.2995**	**0.8297**	**0.0573**	**0.2755**	**0.3328**	**0.0000**	**942.5842**	**942.5842**	**0.3049**		**950.2055**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0175	0.0120	0.1200	3.5000e-004	0.0411	2.5000e-004	0.0413	0.0109	2.3000e-004	0.0111		35.1595	35.1595	8.2000e-004		35.1798
Total	**0.0175**	**0.0120**	**0.1200**	**3.5000e-004**	**0.0411**	**2.5000e-004**	**0.0413**	**0.0109**	**2.3000e-004**	**0.0111**		**35.1595**	**35.1595**	**8.2000e-004**		**35.1798**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.7528	0.0000	0.7528	0.4138	0.0000	0.4138			0.0000			0.0000
Off-Road	0.7965	7.2530	7.5691	0.0120		0.4073	0.4073		0.3886	0.3886		1,147.4338	1,147.4338	0.2138		1,152.7797
Total	**0.7965**	**7.2530**	**7.5691**	**0.0120**	**0.7528**	**0.4073**	**1.1601**	**0.4138**	**0.3886**	**0.8024**		**1,147.4338**	**1,147.4338**	**0.2138**		**1,152.7797**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0350	0.0240	0.2399	7.1000e-004	0.0822	5.1000e-004	0.0827	0.0218	4.7000e-004	0.0223		70.3189	70.3189	1.6300e-003		70.3597
Total	**0.0350**	**0.0240**	**0.2399**	**7.1000e-004**	**0.0822**	**5.1000e-004**	**0.0827**	**0.0218**	**4.7000e-004**	**0.0223**		**70.3189**	**70.3189**	**1.6300e-003**		**70.3597**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.7528	0.0000	0.7528	0.4138	0.0000	0.4138			0.0000			0.0000
Off-Road	0.7965	7.2530	7.5691	0.0120		0.4073	0.4073		0.3886	0.3886	0.0000	1,147.4338	1,147.4338	0.2138		1,152.7797
Total	**0.7965**	**7.2530**	**7.5691**	**0.0120**	**0.7528**	**0.4073**	**1.1601**	**0.4138**	**0.3886**	**0.8024**	**0.0000**	**1,147.4338**	**1,147.4338**	**0.2138**		**1,152.7797**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0350	0.0240	0.2399	7.1000e-004	0.0822	5.1000e-004	0.0827	0.0218	4.7000e-004	0.0223		70.3189	70.3189	1.6300e-003		70.3597
Total	**0.0350**	**0.0240**	**0.2399**	**7.1000e-004**	**0.0822**	**5.1000e-004**	**0.0827**	**0.0218**	**4.7000e-004**	**0.0223**		**70.3189**	**70.3189**	**1.6300e-003**		**70.3597**

3.5 Building Construction - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7750	7.9850	7.2637	0.0114		0.4475	0.4475		0.4117	0.4117		1,103.2158	1,103.2158	0.3568		1,112.1358
Total	**0.7750**	**7.9850**	**7.2637**	**0.0114**		**0.4475**	**0.4475**		**0.4117**	**0.4117**		**1,103.2158**	**1,103.2158**	**0.3568**		**1,112.1358**

3.5 Building Construction - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**		**0.0000**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7750	7.9850	7.2637	0.0114		0.4475	0.4475		0.4117	0.4117	0.0000	1,103.2158	1,103.2158	0.3568		1,112.1358
Total	**0.7750**	**7.9850**	**7.2637**	**0.0114**		**0.4475**	**0.4475**		**0.4117**	**0.4117**	**0.0000**	**1,103.2158**	**1,103.2158**	**0.3568**		**1,112.1358**

3.5 Building Construction - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**		**0.0000**

3.6 Paving - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7214	6.7178	7.0899	0.0113		0.3534	0.3534		0.3286	0.3286		1,035.3425	1,035.3425	0.3016		1,042.8818
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.7214**	**6.7178**	**7.0899**	**0.0113**		**0.3534**	**0.3534**		**0.3286**	**0.3286**		**1,035.3425**	**1,035.3425**	**0.3016**		**1,042.8818**

3.6 Paving - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0629	0.0431	0.4319	1.2700e-003	0.1479	9.1000e-004	0.1488	0.0392	8.4000e-004	0.0401		126.5740	126.5740	2.9400e-003		126.6474
Total	**0.0629**	**0.0431**	**0.4319**	**1.2700e-003**	**0.1479**	**9.1000e-004**	**0.1488**	**0.0392**	**8.4000e-004**	**0.0401**		**126.5740**	**126.5740**	**2.9400e-003**		**126.6474**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7214	6.7178	7.0899	0.0113		0.3534	0.3534		0.3286	0.3286	0.0000	1,035.3425	1,035.3425	0.3016		1,042.8818
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.7214**	**6.7178**	**7.0899**	**0.0113**		**0.3534**	**0.3534**		**0.3286**	**0.3286**	**0.0000**	**1,035.3425**	**1,035.3425**	**0.3016**		**1,042.8818**

3.6 Paving - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0629	0.0431	0.4319	1.2700e-003	0.1479	9.1000e-004	0.1488	0.0392	8.4000e-004	0.0401		126.5740	126.5740	2.9400e-003		126.6474
Total	**0.0629**	**0.0431**	**0.4319**	**1.2700e-003**	**0.1479**	**9.1000e-004**	**0.1488**	**0.0392**	**8.4000e-004**	**0.0401**		**126.5740**	**126.5740**	**2.9400e-003**		**126.6474**

3.7 Architectural Coating - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	1.6871					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941		281.4481	281.4481	0.0193		281.9309
Total	**1.9060**	**1.5268**	**1.8176**	**2.9700e-003**		**0.0941**	**0.0941**		**0.0941**	**0.0941**		**281.4481**	**281.4481**	**0.0193**		**281.9309**

3.7 Architectural Coating - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**		**0.0000**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	1.6871					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941	0.0000	281.4481	281.4481	0.0193		281.9309
Total	**1.9060**	**1.5268**	**1.8176**	**2.9700e-003**		**0.0941**	**0.0941**		**0.0941**	**0.0941**	**0.0000**	**281.4481**	**281.4481**	**0.0193**		**281.9309**

3.7 Architectural Coating - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**		**0.0000**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.7560	5.2655	6.7742	0.0195	1.3106	0.0180	1.3286	0.3512	0.0169	0.3681		1,985.7423	1,985.7423	0.1311		1,989.0197
Unmitigated	0.7560	5.2655	6.7742	0.0195	1.3106	0.0180	1.3286	0.3512	0.0169	0.3681		1,985.7423	1,985.7423	0.1311		1,989.0197

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Fast Food Restaurant with Drive Thru	451.47	657.05	493.88	454,919	454,919
Total	451.47	657.05	493.88	454,919	454,919

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Fast Food Restaurant with Drive	9.50	7.30	7.30	2.20	78.80	19.00	29	21	50

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Fast Food Restaurant with Drive Thru	0.499712	0.039404	0.220288	0.124864	0.021993	0.006021	0.030614	0.046741	0.001428	0.001188	0.005840	0.000765	0.001142

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	2.9400e-003	0.0267	0.0225	1.6000e-004		2.0300e-003	2.0300e-003		2.0300e-003	2.0300e-003		32.0913	32.0913	6.2000e-004	5.9000e-004	32.2820
NaturalGas Unmitigated	2.9400e-003	0.0267	0.0225	1.6000e-004		2.0300e-003	2.0300e-003		2.0300e-003	2.0300e-003		32.0913	32.0913	6.2000e-004	5.9000e-004	32.2820

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Fast Food Restaurant with Drive Thru	272.776	2.9400e-003	0.0267	0.0225	1.6000e-004		2.0300e-003	2.0300e-003		2.0300e-003	2.0300e-003		32.0913	32.0913	6.2000e-004	5.9000e-004	32.2820
Total		**2.9400e-003**	**0.0267**	**0.0225**	**1.6000e-004**		**2.0300e-003**	**2.0300e-003**		**2.0300e-003**	**2.0300e-003**		**32.0913**	**32.0913**	**6.2000e-004**	**5.9000e-004**	**32.2820**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Fast Food Restaurant with Drive Thru	0.272776	2.9400e-003	0.0267	0.0225	1.6000e-004		2.0300e-003	2.0300e-003		2.0300e-003	2.0300e-003		32.0913	32.0913	6.2000e-004	5.9000e-004	32.2820
Total		**2.9400e-003**	**0.0267**	**0.0225**	**1.6000e-004**		**2.0300e-003**	**2.0300e-003**		**2.0300e-003**	**2.0300e-003**		**32.0913**	**32.0913**	**6.2000e-004**	**5.9000e-004**	**32.2820**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.0218	0.0000	9.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000		2.0000e-004	2.0000e-004	0.0000		2.1000e-004
Unmitigated	0.0218	0.0000	9.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000		2.0000e-004	2.0000e-004	0.0000		2.1000e-004

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.3100e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.0195					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e-005	0.0000	9.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000		2.0000e-004	2.0000e-004	0.0000		2.1000e-004
Total	**0.0218**	**0.0000**	**9.0000e-005**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**		**2.0000e-004**	**2.0000e-004**	**0.0000**		**2.1000e-004**

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.3100e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.0195					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e-005	0.0000	9.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000		2.0000e-004	2.0000e-004	0.0000		2.1000e-004
Total	**0.0218**	**0.0000**	**9.0000e-005**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**		**2.0000e-004**	**2.0000e-004**	**0.0000**		**2.1000e-004**

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Environmental Noise Assessment

Parcel W-20 Coffee Kiosk

Roseville, California

BAC Job # 2020-166

Prepared For:

JMC Homes

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Prepared By:

Bollard Acoustical Consultants, Inc.

Dario Gotchet, Senior Consultant

November 3, 2020

BOLLARD
Acoustical Consultants

Introduction

The Parcel W-20 Coffee Kiosk (project) is located on the southeast corner of Pleasant Grove Boulevard and Upland Drive in Roseville, California. The project proposes the construction of a coffee kiosk that would include drive-through services. Existing land uses in the immediate project vicinity include single-family residential to the north and west, and future residential to the south and southwest. The project site is located within the West Roseville Specific Plan. The project area and site plan are shown on Figures 1 and 2, respectively.

Due to the proximity of the proposed project to existing and future residential uses, Bollard Acoustical Consultants, Inc. (BAC) was retained to prepare an assessment of potential noise impacts associated with the project. Specifically, the purposes of this assessment are to quantify noise levels associated with project operations, to assess the state of compliance of those noise levels with applicable City of Roseville and West Roseville Specific Plan Mitigation Monitoring Program noise criteria, and if necessary, to recommend measures to reduce those noise levels to acceptable limits at the nearest existing and future residential uses.

Noise Fundamentals and Terminology

Noise is often described as unwanted sound. Sound is defined as any pressure variation in air that the human ear can detect. If the pressure variations occur frequently enough (at least 20 times per second), they can be heard, and thus are called sound. Measuring sound directly in terms of pressure would require a very large and awkward range of numbers. To avoid this, the decibel scale was devised. The decibel scale allows a million-fold increase in pressure to be expressed as 120 dB. Another useful aspect of the decibel scale is that changes in levels (dB) correspond closely to human perception of relative loudness. Appendix A contains definitions of Acoustical Terminology. Figure 3 shows common noise levels associated with various sources.

The perceived loudness of sounds is dependent upon many factors, including sound pressure level and frequency content. However, within the usual range of environmental noise levels, perception of loudness is relatively predictable, and can be approximated by weighing the frequency response of a sound level meter by means of the standardized A-weighing network. There is a strong correlation between A-weighted sound levels (expressed as dBA) and community response to noise. For this reason, the A-weighted sound level has become the standard tool of environmental noise assessment. All noise levels reported in this section are in terms of A-weighted levels in decibels.

Community noise is commonly described in terms of the “ambient” noise level, which is defined as the all-encompassing noise level associated with a given noise environment. A common statistical tool to measure the ambient noise level is the average, or equivalent, sound level (L_{eq}) over a given time period (usually one hour). The L_{eq} is the foundation of the Day-Night Average Level noise descriptor, DNL or L_{dn}, and shows very good correlation with community response to noise.

Legend

- Project Parcel Boundaries (Approximate)
- Long-Term Noise Survey Locations

N

Scale (Feet)

0 50 100

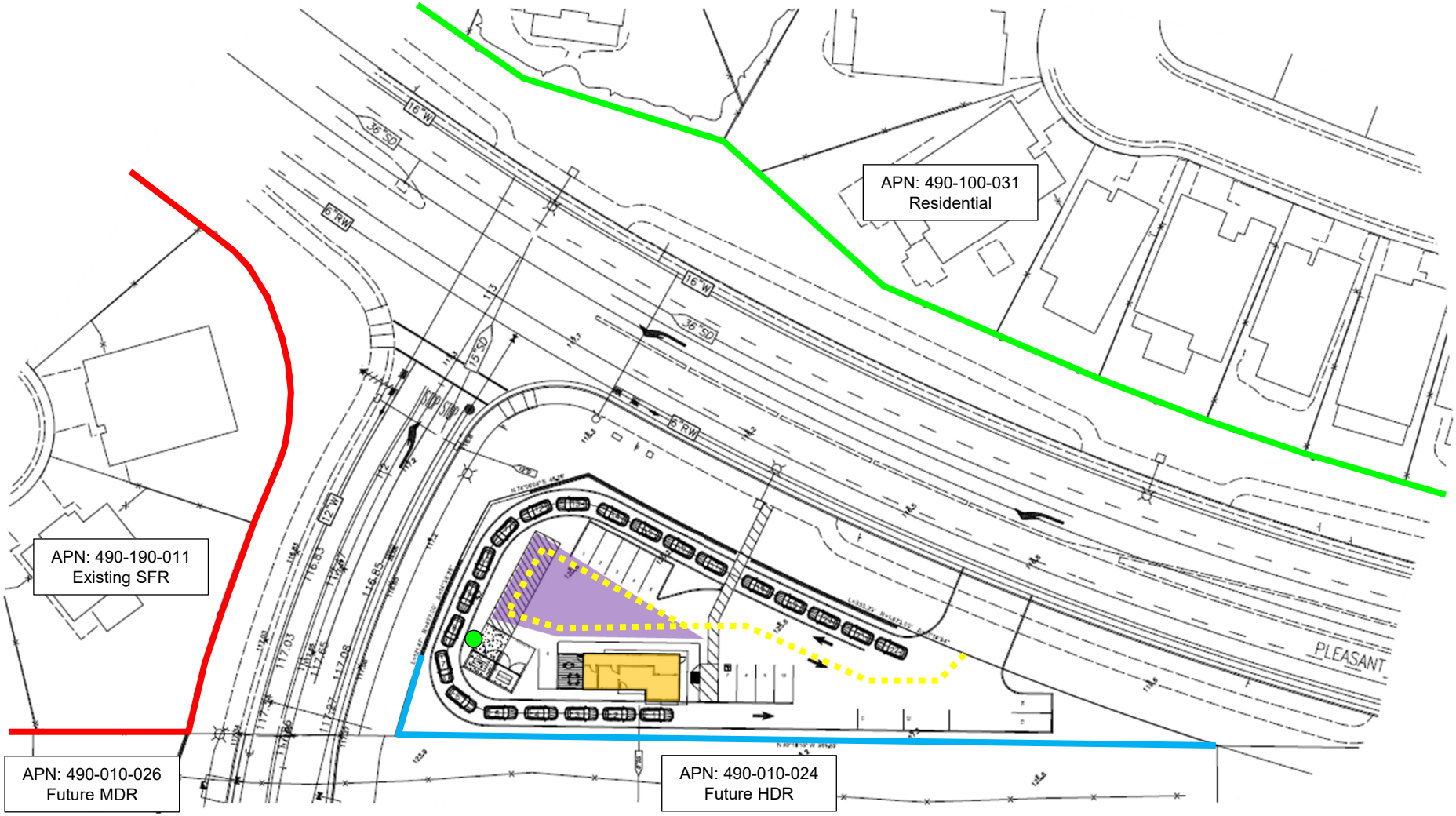
Parcel W-20 Coffee Kiosk

Roseville, California

Project Site Location & Adjacent Land Uses

Figure 1

BOLLARD Acoustical Consultants



Legend

- Drive-Through Speaker
- Coffee Kiosk Building
- Delivery Area (Assumed)
- On-Site Delivery Truck Circulation Route (Assumed)
- Existing 7' Solid Wall
- Existing 6' Solid Wall

Drive-Through Operations Noise Mitigation

- 10' Solid Noise Barrier (Nighttime Compliance Only)

N

Scale (Feet)

0 20 40

Parcel W-20 Coffee Kiosk

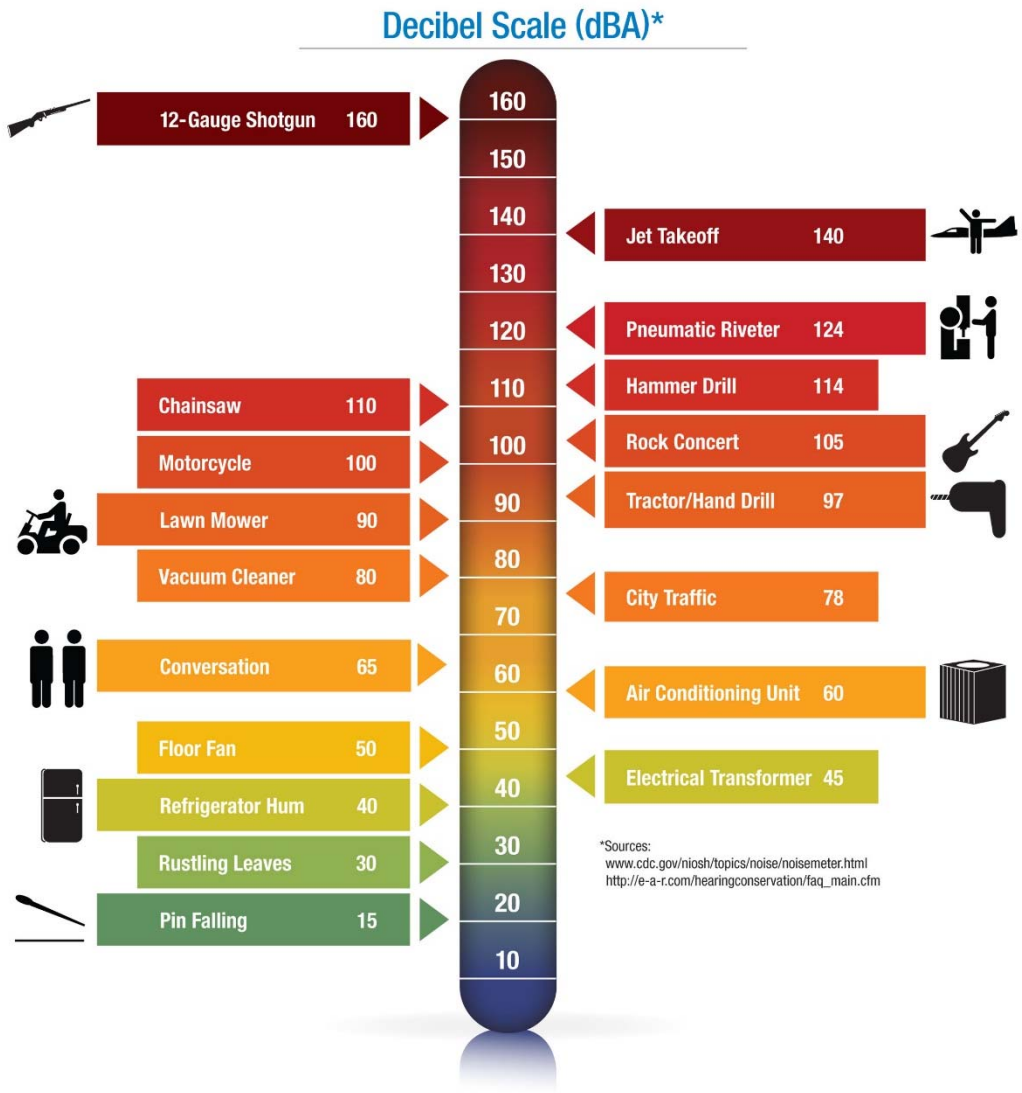
Roseville, California

Project Site Plan

Figure 2

BOLLARD Acoustical Consultants

Figure 3
Typical A-Weighted Sound Levels of Common Noise Sources



The Day-Night Average Level (DNL or L_{dn}) is based upon the average noise level over a 24-hour day, with a +10-decibel weighting applied to noise occurring during nighttime (10:00 p.m. to 7:00 a.m.) hours. The nighttime penalty is based upon the assumption that people react to nighttime noise exposures as though they were twice as loud as daytime exposures. Because DNL represents a 24-hour average, it tends to disguise short-term variations in the noise environment. DNL-based noise standards are commonly used to assess noise impacts associated with traffic, railroad, and aircraft noise sources.

Existing Ambient Noise Environment within Project Vicinity

The existing ambient noise environment in the immediate project vicinity is defined primarily by traffic on Pleasant Grove Boulevard. To generally quantify the existing ambient noise level environment within the project vicinity, BAC conducted long-term (24-hour) noise level measurements at two (2) locations on October 27, 2020. The noise survey locations are shown on Figure 1, identified as sites LT-1 and LT-2. Measurement sites LT-1 and LT-2 were selected to be representative of the ambient noise level environment at the nearest existing residential uses to the west and north of the project parcel, respectively. Photographs of the noise level survey locations are provided in Appendix B.

Larson Davis Laboratories (LDL) Model 820 precision integrating sound level meters were used for the ambient noise level survey. The meters were calibrated immediately before and after use with an LDL Model CAL200 acoustical calibrator to ensure the accuracy of the measurements. The equipment used meets all pertinent specifications of the American National Standards Institute for Type 1 sound level meters (ANSI S1.4).

The results of the long-term ambient noise level survey are shown numerically and graphically in Appendices C and D (respectively) and are summarized below in Table 1.

Table 1
Summary of Long-Term Ambient Noise Measurement Results – October 27, 2020[1]

Site Description[2]	DNL, dB	Average Measured Hourly Noise Levels, dB			
		Daytime[3]		Nighttime[4]	
		L_{eq}	L_{max}	L_{eq}	L_{max}
LT-1: West of project site along residential boundary of APN: 490-190-011	65	61	77	57	74
LT-2: North of project site along residential boundary of APN: 490-100-031	69	67	81	61	78

[1] Detailed summaries of the noise monitoring results are provided in Appendices C and D.
[2] Long-term ambient noise monitoring locations are identified on Figure 1.
[3] Daytime: 7:00 a.m. to 10:00 p.m.
[4] Nighttime: 10:00 p.m. to 7:00 a.m.
Source: Bollard Acoustical Consultants, Inc. (2020)

As indicated in Table 1, average measured hourly noise levels were higher at site LT-2. This was likely due to the proximity of the site relative to Pleasant Grove Boulevard.

Criteria for Acceptable Noise Exposure

City of Roseville General Plan Noise Element 2035

The Noise Element of the City of Roseville General Plan establishes non-transportation noise exposure limits as summarized below in Table 1 (Table IX-3 of the Noise Element). These limits are applicable to non-transportation noise sources, such as those proposed by project on-site operations. The General Plan noise level criteria is presented in Table 2.

Table 2
Performance Standards for Non-Transportation Sources
(As Measured at the Property Line of Noise-Sensitive Uses)

	Noise Level (dBA)	
Noise Level Descriptor (dBA)	**Daytime (7:00 a.m. to 10:00 p.m.)**	**Nighttime (10:00 p.m. to 7:00 a.m.)**
Hourly L_{eq}	55	45
Maximum Level L_{max}	75	65

Notes:

-Each of the noise level standards specified above shall be reduced by 5 dB for pure tone noises, noise consisting primarily of speech or music, or for recurring impulsive noises. Such noises are generally considered by residents to be particularly annoying and are a primary source of noise complaints.

-These noise level standards do not apply to residential units established in conjunction with industrial or commercial uses (e.g., caretaker dwellings).

-No standards have been included for interior noise levels. Standard construction practices should, with exterior noise levels identified, result in acceptable interior noise levels.

Source: City of Roseville General Plan, Noise Element 2035, Table IX-3

West Roseville Specific Plan Mitigation Monitoring Program

The project is located on a commercially zoned parcel within the West Roseville Specific Plan (WRSP). The WRSP Mitigation Monitoring Program contains commercial noise and operations-related criteria that would be applicable to the project. That criteria is provided below.

MM 4.5-3 Commercial noise control

For all commercial uses within 150 feet of residential uses, implement the following or equally effective measures:

a. For commercial loading docks and on-site truck circulation areas that are planned to be within 150 feet of sensitive receptors (including backyards), the following measures shall be implemented:

    1. Loading docks and on-site truck circulation routes shall be designed to ensure that noise levels do not exceed 50 dB L_{eq} or 70 dB L_{max} at the nearest residence. An acoustic analysis shall demonstrate that the loading area design, including any noise attenuation features (e.g., covering, sound walls, orientation) would be adequate to achieve these standards; and

    2. Deliveries shall generally be limited to the hours between 7:00 a.m. to 10:00 p.m.

b. For all commercial buildings, roof-top HVAC shall be oriented away from residential areas and systems shall not produce noise levels that exceed 50 dB at a distance of 25 feet. In addition, roof-top parapets shall block line-of-sight of equipment from noise-sensitive uses.

c. Setbacks or enhanced barriers (e.g., 8 feet tall) as needed to achieve City standards.

Noise Standards Applicable to the Project

The primary noise sources associated with the project have been identified as drive-through operations (e.g., drive-through menu speaker board / post and vehicle idling / passbys), delivery truck loading area activities, delivery truck on-site circulation, and rooftop mechanical equipment (HVAC).

Pursuant to MM 4.5-3(a)(1) of the WRSP Mitigation Monitoring Program, commercial truck deliveries shall be limited to daytime hours (7:00 a.m. to 10:00 p.m.). In addition, because the hours of operation of the project drive-through operations are not known at this time, it was conservatively assumed for the purposes of this assessment that drive-through operations could potentially occur during both daytime and nighttime hours. Finally, the footnote in Table 2 states that each of the noise level limits shall be reduced by 5 dB for noises consisting of speech or music, which would be applicable to the project drive-through menu speaker post. Based on the information above, the City of Roseville and WRSP Mitigation Monitoring Program noise level standards applied to the project are provided in Table 3.

Table 3
Noise Level Standards Applied to the Project

	Applicable Noise Level Standard (dBA)			
	Daytime (7:00 a.m. to 10:00 p.m.)		Nighttime (10:00 p.m. to 7:00 a.m.)	
Noise Source	L_{eq}	L_{max}	L_{eq}	L_{max}
Drive-Through Menu Speaker	50	70	40	60
Drive-Through Vehicle Passbys	55	75	45	65
Delivery Truck Loading Area	55	75	--	--
Delivery Truck Circulation	55 / 50[1]	75 / 70[1]	--	--
Rooftop HVAC Equipment	55	75	45	65

[1] Pursuant to MM 4.5-3(a) of the WRSP Mitigation Monitoring Program, commercial truck circulation shall not exceed 50 dB Leq and 70 dB Lmax at the nearest residential uses.

Source: City of Roseville General Plan Noise Element 2035 (Table IX-3), WRSP Mitigation Monitoring Program

The noise level standards shown in Table 3 were applied at the property line of the nearest existing and future residential uses to the project. Satisfaction with the General Plan and WRSP Mitigation Monitoring Program noise level standards at the nearest residential uses would ensure compliance with the noise level criteria at residential uses located farther away.

Evaluation of Project-Generated Noise Levels

As mentioned previously, the primary noise sources associated with the project have been identified as drive-through operations, delivery truck loading area activities, delivery truck on-site circulation, and rooftop mechanical equipment (HVAC). Predicted noise levels resulting from each of these sources are evaluated in the following sections.

Predicted project-generated noise level exposure at the nearest existing residential uses to the north and west of the project takes into consideration the screening that would be provided by existing solid walls along the property boundaries of those uses. The locations of the existing noise barriers are shown on Figure 2. According to BAC field observations, the existing solid noise barriers to the west and north were estimated to be approximately 7' and 6' in height, respectively. The screening provided by the existing 7' and 6' barriers are expected to provide approximately 6 dB and 5 dB of project-generated noise level reduction at the nearest existing residential uses to the west and north, respectively.

Drive-Through Operations

The project coffee kiosk proposes to include a drive-through lane at the location identified on Figure 2. At the time of writing this report, it is unknown whether the drive-through will have an amplified speaker menu board / post. For the purposes of this analysis, it was conservatively assumed that the coffee kiosk would have an amplified drive-through speaker menu post.

To quantify the noise emissions of the proposed drive-through speaker usage and vehicle passages, BAC utilized noise measurement data collected for similar drive-through operations in the greater Sacramento area. Reference drive-through noise level data is presented in Table 4. In addition, reference noise level data for a commonly used drive-through speaker, HME SPP2 speaker post, is provided as Appendix E. The manufacturer's noise data sheet shows good agreement with measurements conducted by BAC.

Table 4
Reference Drive-Through Noise Levels

	Measured Reference Noise Levels, dBA	
Noise Source	**Average (L_{eq})**	**Maximum (L_{max})**
Vehicles[1]	60 dB at 5 feet	70 dB at 5 feet
Speaker[2]	63 dB at 10 feet	67 dB at 10 feet

[1] Vehicle noise level data obtained from previous drive-through noise studies.
[2] Speaker noise level data obtained from measurements conducted at a representative drive-through parcel located at 2845 Bell Road in Auburn, California.

Source: Bollard Acoustical Consultants, Inc. (2018)

The Table 4 data were used to predict drive-through generated noise levels at the nearest existing and future residential uses. Assuming standard spherical spreading loss (-6 dB per doubling of distance), the drive-through operations noise levels at the nearest existing and future residential uses were predicted and the results of those predictions are shown in Table 5.

Table 5
Predicted Drive-Through Operations Noise Levels at Nearest Residential Property Lines

				Predicted Noise Levels (dBA)[3]			
		Distance (feet)[2]		Vehicles		Speaker	
APN[1]	Land Use	Vehicles	Speaker	L_{eq}	L_{max}	L_{eq}	L_{max}
490-190-011	Existing SFR	110	120	27	36	35	39
490-100-031	Existing SFR	155	265	25	31	30	34
490-010-026	Future MDR	135	150	31	40	39	43
490-010-024	Future HDR	12	50	52	50	49	53
Applicable General Plan Daytime Noise Standards				55	75	50	70
Applicable General Plan Nighttime Noise Standards				45	65	40	60

[1] Locations of nearest residential uses are shown on Figures 1 and 2.
[2] Distances scaled from center of proposed drive-through lane and speaker location to residential property lines using the provided site plans. Drive-through lane and speaker location are shown on Figure 2.
[3] Predicted noise levels at nearest existing residential uses include consideration of the screening provided by existing sound walls, as discussed in this report.

Source: Bollard Acoustical Consultants, Inc. (2020)

As indicated in Table 5, project drive-through operations are predicted to satisfy the applicable City of Roseville General Plan daytime hourly average (L_{eq}) and maximum (L_{max}) noise level standards at the nearest existing and future residential property lines. However, project drive-through operations noise levels are predicted to exceed the applicable General Plan nighttime hourly average noise level standards at the future high-density residential (HDR) property line to the south (APN: 490-010-024). Therefore, should drive-through hours of operation extend into nighttime hours (10:00 p.m. to 7:00 a.m.), additional consideration of mitigation measures would be warranted for this aspect of the project.

In order to satisfy the applicable General Plan nighttime hourly average noise level standards, one of the following mitigation measures would be required:

1. The construction of a 10’ solid noise barrier along the southern project property boundary. Figure 2 shows the location of the noise barrier recommended for nighttime compliance. The solid barrier could consist of either masonry or precast concrete panels. The construction of a 10’ solid noise barrier at the location illustrated on Figure 2 would reduce predicted drive-through operations noise levels to 43 dB L_{eq} (vehicles) and 40 dB L_{eq} (speaker) at the property line of APN: 490-010-024, which would satisfy the applicable City of Roseville General Plan nighttime hourly average noise level standards.

   OR

2. Limit all drive-through operations to daytime hours only (7:00 a.m. to 10:00 p.m.).

Truck Delivery Activities

It is the experience of BAC that deliveries of product to drive-through businesses such as the one proposed by the project occur with medium-duty vendor trucks/vans. The primary noise sources associated with delivery activities are trucks stopping (air brakes), trucks backing into position (back-up alarms), and pulling away from the loading/unloading area (revving engines). Based on a review of the site plan, the project does not propose a loading dock. Due to site design constraints indicated in the site plan, it was reasonably assumed for the purposes of this analysis that deliveries would occur on the north side of the kiosk building, illustrated on Figure 2.

For a conservative assessment of daily delivery truck noise levels at this coffee kiosk business, it was assumed that 4 medium duty trucks/vans would deliver products to the store on a typical busy day. For the purposes of predicting hourly average noise levels for comparison against the City's hourly average (L_{eq}) noise standards, it was assumed that 2 medium duty trucks could have store deliveries during the same worst-case hour.

BAC file data indicate that noise levels associated with medium-duty truck deliveries (including side-step vans) are approximately 66 dB L_{max} and 76 dB SEL at a distance of 100 feet. Based on 2 medium duty truck deliveries during any given hour and an SEL of 76 dB, the hourly average noise level computes to 43 dB L_{eq} at a reference distance of 100 feet during the worst-case hour of deliveries. Assuming standard spherical spreading loss (-6 dB per doubling of distance), on-site delivery truck activity noise exposure at the nearest existing and future residential uses was calculated and the results of those calculations are presented in Table 6.

Table 6
Predicted Truck Delivery Activity Noise Levels at Nearest Residential Property Lines

APN[1]	Land Use	Distance from Delivery Area (feet)[2]	Predicted Noise Levels (dBA)[3]	
			L_{eq}	L_{max}
490-190-011	Existing SFR	170	33	55
490-100-031	Existing SFR	200	32	55
490-010-026	Future MDR	210	37	60
490-010-024	Future HDR	60	48	70
Applicable General Plan Daytime Noise Standards			55	75

[1] Locations of nearest residential uses are shown on Figures 1 and 2.
[2] Distances scaled from (assumed) delivery area to residential property lines using the provided site plans. Delivery area shown on Figure 2.
[3] Predicted noise levels at nearest existing residential uses include consideration of the screening provided by existing sound walls, as discussed in this report.

Source: Bollard Acoustical Consultants, Inc. (2020)

Pursuant to MM 4.5-3(a)(1) of the WRSP Mitigation Monitoring Program, commercial truck deliveries shall be limited to daytime hours (7:00 a.m. to 10:00 p.m.). As a result, project truck delivery activity noise exposure was assessed relative to the City of Roseville General Plan daytime noise level standards only.

As indicated in Table 6, project truck delivery activity noise exposure is predicted to satisfy the applicable City of Roseville General Plan daytime hourly average (L_{eq}) and maximum (L_{max}) noise level standards at the nearest existing and future residential uses. As a result, no further consideration of noise mitigation measures would be warranted for this aspect of the project.

On-Site Delivery Truck Circulation

As mentioned in the previous section, it is the experience of BAC that deliveries of product to drive-through businesses such as the one proposed by the project occur with medium-duty vendor trucks/vans. The assumed on-site delivery truck circulation route is shown on Figure 2.

On-site delivery truck passbys are expected to be relatively brief and will occur at low speeds. To predict noise levels generated by on-site delivery truck circulation, BAC utilized file data obtained from measurements conducted by BAC of medium duty truck passbys. According to BAC file data, single-event medium truck passby noise levels are approximately 66 dB L_{max} and 76 SEL at a distance of 50 feet.

For the purposes of this analysis, it was assumed that 2 medium duty trucks could have store deliveries during the same worst-case hour. Based on a conservative 2 medium truck trips per hour, and an SEL of 76 dB per passby, the combined hourly average noise level generated by project delivery truck circulation computes to 43 dB L_{eq} at a reference distance of 50 feet from the passby route during the worst-case hour of deliveries (maximum noise level of 66 dB L_{max}).

Based on the above reference noise levels and truck trip assumptions above, and assuming standard spherical spreading loss (-6 dB per doubling of distance), on-site delivery truck circulation noise exposure at the nearest existing and future residential uses was calculated and the results of those calculations are presented in Table 7.

Table 7
Predicted On-Site Delivery Truck Circulation Noise Levels at Nearest Residential Property Lines

APN[1]	Land Use	Distance from Circulation Route (ft)[2]	Predicted Noise Levels (dBA)[3] L_{eq}	L_{max}
490-190-011	Existing SFR	165	27	50
490-100-031	Existing SFR	160	28	51
490-010-026	Future MDR	210	31	54
490-010-024	Future HDR	30	48	70
Applicable General Plan Daytime Noise Standards			55	75
Applicable WRSP Noise Standards			50	70

[1] Locations of nearest residential uses are shown on Figures 1 and 2.
[2] Distances scaled from (assumed) on-site truck circulation route to residential property lines using the provided site plans. On-site truck circulation route shown on Figure 2.
[3] Predicted noise levels at nearest existing residential uses include consideration of the screening provided by existing sound walls, as discussed in this report.
Source: Bollard Acoustical Consultants, Inc. (2020)

The Table 7 data indicate that project on-site delivery truck circulation noise exposure is predicted to satisfy the applicable City of Roseville General Plan daytime hourly average (L_{eq}) and maximum (L_{max}) noise level standards at the nearest existing and future residential uses. In addition, project on-site delivery truck circulation noise levels are also predicted to satisfy the hourly average and maximum noise level standards identified in MM 4.5-3 of the WRSP Mitigation Monitoring Program. As a result, no further consideration of noise mitigation measures would be warranted for this aspect of the project.

Mechanical Equipment (HVAC)

Heating, ventilating, and air conditioning (HVAC) requirements for the proposed coffee kiosk building will most likely be met using a packaged roof-mounted system. The location of the coffee kiosk building is shown on Figure 2.

Pursuant to MM 4.5-3(b), roof-top HVAC equipment shall be oriented away from residential areas and systems shall not produce noise levels that exceed 50 dB at a distance of 25 feet. In addition, roof-top parapets shall block line-of-sight of HVAC equipment from noise-sensitive uses. Assuming that the project HVAC equipment has reference noise level of 50 dB at 25 feet, and assuming standard spherical spreading loss (-6 dB per doubling of distance), project HVAC equipment noise exposure at the property lines of the nearest existing and proposed residential uses was calculated and the results of those calculations are presented in Table 8.

To account for the screening that would be provided by the building parapets that would break line-of-sight of the equipment (as required by MM 4.5-3), HVAC equipment noise levels at the nearest existing and future residential uses have been adjusted by -5 dB.

Table 8
Predicted Rooftop HVAC Equipment Noise Levels at Nearest Residential Property Lines

APN[1]	Land Use	Distance from Building (feet)[2]	Predicted Noise Levels, L_{eq} (dBA)[3]
490-190-011	Existing SFR	175	22
490-100-031	Existing SFR	200	22
490-010-026	Future MDR	200	27
490-010-024	Future HDR	40	41
Applicable General Plan Daytime Noise Standard			55
Applicable General Plan Nighttime Noise Standard			45

[1] Locations of nearest residential uses are shown on Figures 1 and 2.
[2] Distances scaled from coffee kiosk building roof (elevated position) to residential property lines (ground level) using the provided site plans. Building location is shown on Figure 2.
[3] Predicted noise levels at nearest existing residential uses include consideration of the screening provided by existing sound walls, and an offset of -5 dB to account for building parapet screening, as discussed in this report.

Source: Bollard Acoustical Consultants, Inc. (2020)

Because mechanical equipment operation typically generates sustained, steady-state noise levels, impacts of project rooftop mechanical equipment are assessed in this study relative to the applicable City of Roseville General Plan hourly average (L_{eq}) noise level standards.

As indicated in Table 8, project HVAC equipment noise exposure is predicted to range from 22-41 dB L_{eq} at the property lines of the nearest existing and future residential uses, and would satisfy the City of Roseville General Plan daytime and nighttime hourly average noise level standards. Therefore, provided that the project complies with the HVAC equipment and orientation criteria identified in MM 4.5-3 of the WRSP Mitigation Monitoring Program (as required), additional consideration of mitigation measures would not be warranted for this aspect of the project.

Conclusions

Provided that the project complies with the commercial land use criteria identified in MM 4.5-3 of the West Roseville Specific Plan Mitigation Monitoring Program (as required), noise levels associated with operations at the proposed Parcel W-20 Coffee Kiosk are predicted to comply with the daytime hourly average and maximum noise level criteria contained in the City of Roseville General Plan and the West Roseville Specific Plan Mitigation Monitoring Program. However, it is possible that project drive-through operations noise level exposure could exceed the applicable City of Roseville General Plan nighttime hourly average noise level standards at the adjacent future high-density residential parcel (APN: 490-010-024) should they occur during nighttime hours (10:00 p.m. to 7:00 a.m.).

In order to satisfy the applicable City of Roseville General Plan nighttime hourly average noise level standards at APN: 490-010-024, one of the following specific noise mitigation measures are recommended:

1. The construction of a 10’ solid noise barrier along the southern project property boundary. Figure 2 shows the location of the recommended noise barrier. The solid barrier could consist of either masonry or precast concrete panels.

   OR

2. Limit drive-through operations to daytime hours only (7:00 a.m. to 10:00 p.m.).

These conclusions are based on the site plan shown on Figure 2, BAC reference noise level measurements conducted at a similarly configured drive-through restaurants in the Sacramento area in recent years, and noise level data from equipment manufacturers. Deviations from the above-mentioned resources could cause actual noise levels to differ from those predicted in this assessment.

This concludes BAC’s environmental noise assessment of drive-through operations for the proposed Parcel W-20 Coffee Kiosk located in Roseville, California. Please contact BAC at (916) 663-0500 or dariog@bacnoise.com with any questions regarding this assessment.

Appendix A
Acoustical Terminology

Acoustics The science of sound.

Ambient Noise The distinctive acoustical characteristics of a given space consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study.

Attenuation The reduction of an acoustic signal.

A-Weighting A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response.

Decibel or dB Fundamental unit of sound. A Bell is defined as the logarithm of the ratio of the sound pressure squared over the reference pressure squared. A Decibel is one-tenth of a Bell.

CNEL Community Noise Equivalent Level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by a factor of three and nighttime hours weighted by a factor of 10 prior to averaging.

Frequency The measure of the rapidity of alterations of a periodic signal, expressed in cycles per second or hertz.

IIC Impact Insulation Class (IIC): A single-number representation of a floor/ceiling partition's impact generated noise insulation performance. The field-measured version of this number is the FIIC.

L_{dn} Day/Night Average Sound Level. Similar to CNEL but with no evening weighting.

L_{eq} Equivalent or energy-averaged sound level.

L_{max} The highest root-mean-square (RMS) sound level measured over a given period of time.

Loudness A subjective term for the sensation of the magnitude of sound.

Masking The amount (or the process) by which the threshold of audibility is for one sound is raised by the presence of another (masking) sound.

Noise Unwanted sound.

Peak Noise The level corresponding to the highest (not RMS) sound pressure measured over a given period of time. This term is often confused with the "Maximum" level, which is the highest RMS level.

RT_{60} The time it takes reverberant sound to decay by 60 dB once the source has been removed.

STC Sound Transmission Class (STC): A single-number representation of a partition's noise insulation performance. This number is based on laboratory-measured, 16-band (1/3-octave) transmission loss (TL) data of the subject partition. The field-measured version of this number is the FSTC.

Legend

A: LT-1: Facing south along Upland Drive
B: LT-1: Facing north along Upland Drive
C: LT-1: Existing 7' solid wall along residential property boundary
D: LT-2: Facing south towards Pleasant Grove Boulevard near 6' existing solid wall

Parcel W-20 Coffee Kiosk
Roseville, California

Photographs of Survey Locations

Appendix B

BOLLARD Acoustical Consultants

Appendix C-1
Ambient Noise Monitoring Results - Site LT-1
Parcel W-20 Coffee Kiosk - Roseville, California
Tuesday, October 27, 2020

Hour	Leq	Lmax	L50	L90
12:00 AM	50	75	43	37
1:00 AM	46	65	36	30
2:00 AM	48	73	34	29
3:00 AM	49	66	41	32
4:00 AM	55	75	48	40
5:00 AM	60	74	56	50
6:00 AM	64	86	62	56
7:00 AM	64	78	63	59
8:00 AM	63	74	62	56
9:00 AM	61	76	59	49
10:00 AM	60	75	58	46
11:00 AM	60	71	58	45
12:00 PM	61	86	58	46
1:00 PM	61	80	59	46
2:00 PM	61	83	58	46
3:00 PM	61	73	59	48
4:00 PM	61	73	60	51
5:00 PM	62	75	61	53
6:00 PM	63	84	61	54
7:00 PM	61	72	59	52
8:00 PM	60	79	58	53
9:00 PM	59	72	57	52
10:00 PM	58	78	55	51
11:00 PM	56	75	53	48

	Statistical Summary					
	Daytime (7 a.m. - 10 p.m.)			Nighttime (10 p.m. - 7 a.m.)		
	High	Low	Average	High	Low	Average
Leq (Average)	64	59	61	64	46	57
Lmax (Maximum)	86	71	77	86	65	74
L50 (Median)	63	57	59	62	34	48
L90 (Background)	59	45	50	56	29	41

Computed DNL, dB	65
% Daytime Energy	80%
% Nighttime Energy	20%

GPS Coordinates	38°45'59.79" N
	121°21'45.76" W

BOLLARD
Acoustical Consultants

Appendix C-2
Ambient Noise Monitoring Results - Site LT-2
Parcel W-20 Coffee Kiosk - Roseville, California
Tuesday, October 27, 2020

Hour	Leq	Lmax	L50	L90
12:00 AM	56	80	46	41
1:00 AM	53	72	37	28
2:00 AM	55	79	32	29
3:00 AM	52	70	38	31
4:00 AM	58	75	47	39
5:00 AM	62	77	56	47
6:00 AM	67	90	64	54
7:00 AM	68	82	65	57
8:00 AM	67	80	65	55
9:00 AM	67	84	64	50
10:00 AM	66	78	64	49
11:00 AM	67	77	65	52
12:00 PM	68	86	65	51
1:00 PM	67	80	65	49
2:00 PM	68	92	65	49
3:00 PM	67	80	65	51
4:00 PM	67	79	65	52
5:00 PM	68	82	66	53
6:00 PM	67	82	65	52
7:00 PM	65	80	61	49
8:00 PM	64	82	60	50
9:00 PM	63	77	57	49
10:00 PM	61	85	53	47
11:00 PM	58	75	49	44

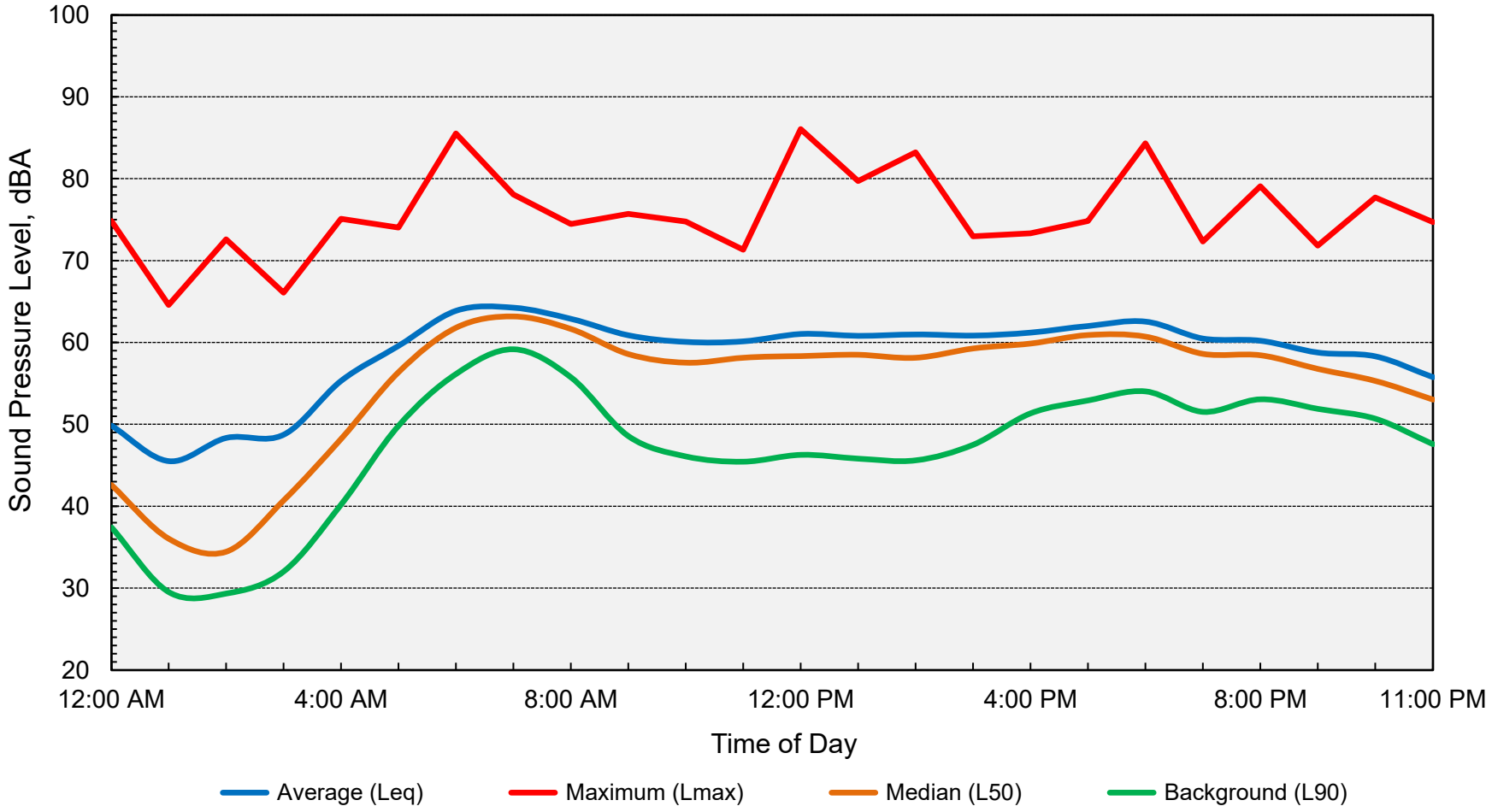
	Statistical Summary					
	Daytime (7 a.m. - 10 p.m.)			Nighttime (10 p.m. - 7 a.m.)		
	High	Low	Average	High	Low	Average
Leq (Average)	68	63	67	67	52	61
Lmax (Maximum)	92	77	81	90	70	78
L50 (Median)	66	57	64	64	32	47
L90 (Background)	57	49	51	54	28	40

Computed DNL, dB	69
% Daytime Energy	87%
% Nighttime Energy	13%

GPS Coordinates	38°46'01.16" N
	121°21'42.60" W

BOLLARD
Acoustical Consultants

Appendix D-1
Ambient Noise Monitoring Results - Site LT-1
Parcel W-20 Coffee Kiosk - Roseville, California
Tuesday, October 27, 2020



Computed DNL = 65 dB

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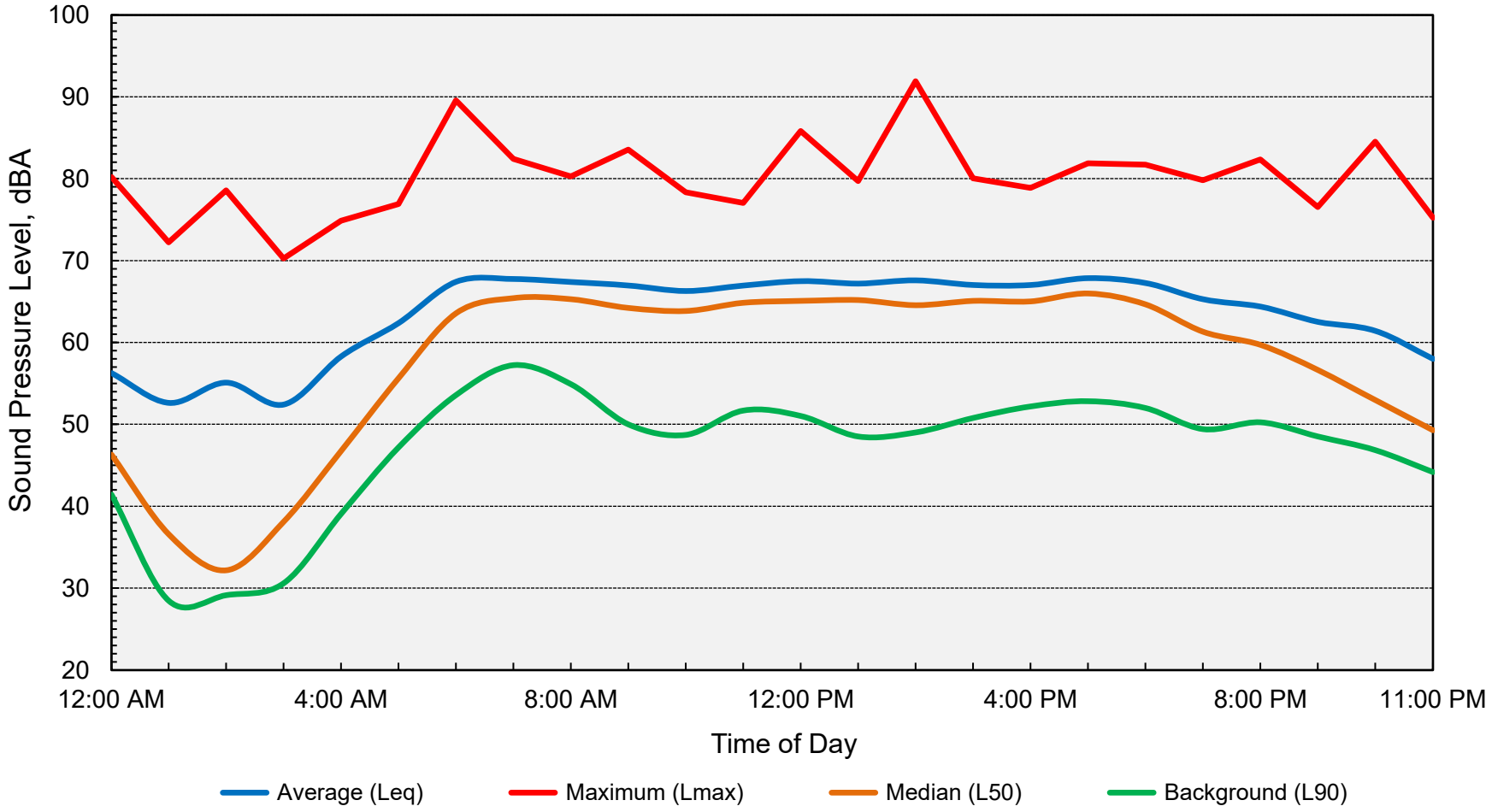
Acoustical Consultants

Appendix D-2
Ambient Noise Monitoring Results - Site LT-2
Parcel W-20 Coffee Kiosk - Roseville, California
Tuesday, October 27, 2020



Computed DNL = 69 dB

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Acoustical Consultants

Appendix E

Drive-Through Speaker Reference Noise Level Data

HME

Customer Driven

Memo

Re: Drive-Thru Sound Pressure Levels From the Menu Board or Speaker Post

The sound pressure levels from the menu board or speaker post are as follows:

1. Sound pressure level (SPL) contours (A weighted) were measured on a typical HME SPP2 speaker post. The test condition was for pink noise set to 84 dBA at 1 foot in front of the speaker. All measurements were conducted outside with the speaker post placed 8 feet from a non-absorbing building wall and at an oblique angle to the wall. These measurements should not be construed to guarantee performance with any particular speaker post in any particular environment. They are typical results obtained under the conditions described above.

2. The SPL levels are presented for different distances from the speaker post:

Distance from the Speaker (Feet)	SPL (dBA)
1 foot	84 dBA
2 feet	78 dBA
4 feet	72 dBA
8 feet	66 dBA
16 feet	60 dBA
32 feet	54 dBA

3. The above levels are based on factory recommended operating levels, which are preset for HME components and represent the optimum level for drive-thru operations in the majority of the installations.

Also, HME incorporates automatic volume control (AVC) into many of our Systems. AVC will adjust the outbound volume based on the outdoor, ambient noise level. When ambient noise levels naturally decrease at night, AVC will reduce the outbound volume on the system. See below for example:

Distance from Outside Speaker	Decibel Level of standard system with 45 dB of outside noise without AVC	Decibel level of standard system with 45 dB of outside noise with AVC active
1 foot	84 dBA	60 dBA
2 feet	78 dBA	54 dBA
4 feet	72 dBA	48 dBA
8 feet	66 dBA	42 dBA
16 feet	60 dBA	36 dBA

If there are any further questions regarding this issue please contact HME customer service at 1-800-848-4468.

Thank you for your interest in HME's products.

HM Electronics, Inc. | 14110 Stowe Drive | Poway, CA 92064
phone: 800.848.4468 | fax: 858.452.7207 | www.hme.com

FEHR PEERS

Memorandum

Date: January 13, 2021

To: Jack Varozza, City of Roseville

From: Greg Behrens, John Gard, Tinotenda Jonga, Emily Alice Gerhart, Fehr & Peers

Subject: Traffic Study for Coffee Shack Project in Roseville, CA

RS20-3985

This memorandum presents the analysis and conclusions of our traffic study for the proposed Coffee Shack project, which would be located at 1875 Pleasant Grove Boulevard in the southeast quadrant of the Pleasant Grove Boulevard/Upland Drive intersection. The proposed project would be a drive-through coffee store with a single drive-through window and no indoor seating.

Project Site Setting

Figure 1 shows the project site location and study area. The project site is located on a vacant lot at the southeast corner of the Pleasant Grove Boulevard/Upland Drive intersection, approximately 750 feet west of Fiddyment Road.

Along the project site frontage, Pleasant Grove Boulevard consists of four lanes and has a posted speed limit of 45 miles per hour (MPH). Base on engineering speed surveys provided by the City, a design speed of 50 MPH was chosen based on the 85th percentile speed. The City of Roseville General Plan identifies Pleasant Grove Boulevard as a minor arterial within the vicinity of the project site.

Upland Drive is a two-lane collector located on the western edge of the project site. Upland Drive will eventually extend south into the Sierra Vista Specific Plan area, but is currently a stub street ending approximately 180 feet south of Pleasant Grove Boulevard. The Pleasant Grove Boulevard/Upland Drive intersection is side-street stop controlled and includes left-turn lanes in the northbound and westbound directions. The intersection is planned for signalization in the future.

Sidewalks and Class II bike lanes are provided on both sides of Pleasant Grove Boulevard and Upland Drive within the project site vicinity.

Methodology

This study analyzes traffic conditions at the study intersection using Level of Service (LOS) as a measure of operational performance. LOS is a qualitative measure of traffic flow from the perspective of motorists and is an indication of the comfort associated with driving. Typical factors that affect LOS include speed, travel time, and traffic interruptions. Empirical LOS criteria and methods of calculation have been documented in the *Highway Capacity Manual, 6th Edition* (Transportation Research Board, 2016). LOS is a letter classification system, from A (representing free-flow traffic conditions) to F (oversaturated conditions where traffic demand exceeds capacity, resulting in long queues and delays). These methodologies were implemented using Synchro 10 software.

This study analyzes AM and PM peak hour operations at the following intersection:

1. Pleasant Grove Boulevard/Upland Drive

This study reports several maximum queue lengths for critical turning movements at and near the project site, including the following:

- Westbound left-turn at Pleasant Grove Boulevard/Upland Drive
- Northbound right-turn at the Pleasant Grove project driveway

Traffic operations for this study were analyzed using SimTraffic 10 simulation software, which accounts for interactions between intersections, queue spillback, vehicle platooning, etc. The program also produces more accurate estimates of vehicular queuing (when compared to more deterministic methods).

Applicable LOS Policies

Per the *City of Roseville General Plan Circulation Element*, a LOS "C" standard at a minimum of 70 percent of all signalized intersections and roadway segments in the City during the AM and PM peak hours ought to be maintained. Exceptions to the LOS "C" standard may be considered where improvements required to achieve the standard would adversely affect pedestrian, bicycle, or transit access, and where feasible LOS improvements and travel demand-reducing strategies have been exhausted.

Data Collection

Peak hour intersection turning movement counts at Pleasant Grove Boulevard/Fiddyment Road and Pleasant Grove Boulevard/Monument Drive were obtained from the City of Roseville Turning Movement Volume/Occupancy Report online database to determine existing peak hour traffic volumes at Pleasant Grove Boulevard/Upland Drive and on Pleasant Grove Boulevard along the project site frontage. Weekday peak hour intersection turning movement counts were derived from an average of Tuesdays, Wednesdays, and Thursdays during October 2019 to represent pre-COVID conditions.

Analysis Scenarios

The study considers the effects of the project under both Existing Plus Project and Cumulative Plus Project conditions. The Existing Plus Project scenario considers the development of the project without any additional changes to the surrounding land use and transportation characteristics.

The Cumulative Plus Project scenarios considers the development of the project alongside land use and transportation system changes through 2035 as identified in the City of Roseville General Plan. Notably, this scenario includes the extension of Upland Drive south into the Sierra Vista Specific Plan area as well as the signalization of the Pleasant Grove Boulevard/Upland Drive intersection.

Project Site Plan

Figure 2 shows the project site plan (*Preliminary Site Plan*, Baker Williams Engineering Group, October 2020). The proposed project would be a drive-through coffee store with a single drive-through window and no indoor seating. The project would provide 14 on-site vehicle parking spaces. Access to the project site would be provided via a single right-in/right-out (RIRO) driveway on Pleasant Grove Boulevard. The driveway would be side-street stop-controlled.

Project Travel Characteristics

Trip Generation

Table 1 presents the estimated project trip generation.

Project trip generation was estimated based on data collected at Dutch Bros drive-through coffee stores in the Sacramento region. PM peak period trip generation counts were collected at the following two facilities on Wednesday, February 5, 2020 from 2:45 PM to 5:30 PM (in order to capture both spikes in attendance after nearby high schools had released, as well as when adjacent street traffic is busiest):

- Dutch Bros coffee store located at 1225 Baseline Road in Roseville, CA
- Dutch Bros coffee store located at 8610 Elk Grove Boulevard in Elk Grove, CA

Amongst many drive-through coffee stores that exist in the Sacramento region, these facilities are appropriate for this study because they share similar operating/design characteristics to that of the proposed project. They both consist of a single drive-through window, provide no indoor seating, and have building sizes that are very similar to that of the proposed project (less than 1,000 square feet). By controlling for these variables, any uncertainties associated with the effects of multiple service windows and smaller/larger building sizes are eliminated.

These sites yielded nearly identical PM peak hour trip generation totals of 162 trips (gross).

The February 2020 trip generation counts did not include AM peak hour observations. Therefore, additional data collection was completed in November 2020 to estimate project trip generation during the AM peak hour. Drive-through counts were collected from 7 AM to 7 PM at the following two facilities on Thursday, November 5, 2020:

- Dutch Bros coffee store located at 1225 Baseline Road in Roseville, CA
- Dutch Bros coffee store located at 715 Sunrise Avenue in Roseville, CA

Because the November 2020 data was collected during the COVID-19 pandemic, adjustments were required in order to estimate pre-COVID conditions. To accomplish this, the November 2020 trip generation data was used to establish an AM-to-PM peak hour trip generation factor. Based on this process, the AM-to-PM peak hour trip generation factor was determined to be 1.1 (i.e., 11 AM peak hour trips for every 10 PM peak hour trips). This factor was applied to the PM peak hour trips derived from the February 2020 trip generation data, which yielded an AM peak hour trip generation estimate of 180 trips (gross).

Table 1 includes reductions for pass-by trips. Pass-by trips are trips already on the network that are diverted to and from a commercial or retail land use, and therefore would not be considered as new trips generated by the project. Pass-by trips were estimated from data presented in the *Trip Generation Handbook, 3rd Edition* (Institute of Transportation Engineers, 2017). For the drive-through, the relevant ITE land use category (Coffee/Donut Shop with Drive-Through Window) has a pass-by rate of 89 percent. However, the studies used for this calculation are dated (around 20 years old), so a pass-by rate of 70 percent was applied for drive-through trips. This approach is conservative because fewer pass-by trips implies a greater percentage of project trips are "new," which means they are added to the surrounding roadway system.

After accounting for pass-by trip reductions, the project would generate an estimated 54 net new external vehicle trips during the AM peak hour and 48 net new vehicle trips during the PM peak hour.

Table 1: Project Trip Generation

Land Use	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
Dutch Bros Coffee Drive-Through (observed) [1]	90	90	180	81	81	162
Total Gross Trips	**90**	**90**	**180**	**81**	**81**	**162**
Pass-By Trip Reduction [2]	-63	-63	-126	-57	-57	-114
Net New External Trips	**27**	**27**	**54**	**24**	**24**	**48**

Notes:
1. Derived from trip generation observations at comparable drive-through coffee stores in February and November 2020.
2. Pass-by trips estimated by Fehr & Peers and applied on similar drive-through coffee store studies.

Source: Fehr & Peers, 2020.

Trip Distribution and Trip Assignment

The trip distribution and assignment of the project under Existing Plus Project conditions was estimated based on current travel patterns, permitted turning movements, and complementary land uses. For Cumulative Plus Project conditions, project trip distribution was estimated by performing a select zone analysis of the project site using the City of Roseville cumulative year travel demand model. These processes considered the opportunity for westbound U-turn movements at the Pleasant Grove Boulevard/Upland Drive intersection for inbound project trips traveling from the east.

Pass-by trip assignments considered the relative volume of traffic on Pleasant Grove Boulevard and Fiddyment Road, and the ease of performing pass-by movements.

Table 2 summarizes the estimated project trip distribution.

Table 2: Project Trip Distribution

Direction	Existing Plus Project				Cumulative Plus Project			
	AM		PM		AM		PM	
	In	Out	In	Out	In	Out	In	Out
Pleasant Grove Blvd to/from the east	71%	86%	83%	72%	66%	78%	66%	67%
Pleasant Grove Blvd to/from the west	29%	14%	17%	28%	24%	15%	24%	24%
Upland Drive to/from the south	-	-	-	-	10%	7%	10%	9%

Source: Fehr & Peers, 2020.

Intersection Operations

Table 3 presents the peak hour average delay and LOS at the Pleasant Grove Boulevard/Upland Drive intersection. The intersection would operate at LOS C or better during both the AM or PM peak hours under Existing Plus Project and Cumulative Plus Project conditions.

Table 3: Pleasant Grove Boulevard/Upland Drive - Peak Hour Intersection Operations

Intersection	Traffic Control	AM		PM	
		Delay[1]	LOS[2]	Delay[1]	LOS[2]
Existing Plus Project Conditions					
Pleasant Grove Boulevard/Upland Drive	Side Street Stop Control (WB Left/U-Turn)	16	C	12	B
Cumulative Plus Project Conditions					
Pleasant Grove Boulevard/Upland Drive	Signal	13	B	11	B

Notes:
1. Delay is reported as seconds per vehicle. Values are rounded to the nearest whole number so the same delay may represent two different LOS conditions if the delay is within 0.5 seconds of the LOS. Average control delay for signalized intersections is the weighted average for all movements. Delay for side street stop controlled intersections is reported by movement.
2. "LOS" represents level of service, calculated based on methodologies contained in the *Highway Capacity Manual, 6th Edition* (Transportation Research Board, 2016).

Source: Fehr & Peers, 2020.

Table 4 presents the peak hour maximum queue for the critical westbound left-turn movement at the Pleasant Grove Boulevard/Upland Drive intersection. The peak hour maximum queue would be accommodated within the available storage during both the AM and PM peak hours under Existing Plus Project and Cumulative Plus Project conditions.

Table 4: Pleasant Grove Boulevard/Upland Drive – Maximum Queue Lengths

Intersection	Movement	Storage	Maximum Queue (vehicles)	
			AM	PM
Existing Plus Project Conditions				
Pleasant Grove Boulevard/Upland Drive	WB Left/U-Turn	250 ft.	75 ft. (3 vehicles)	75 ft. (3 vehicles)
Cumulative Plus Project Conditions				
Pleasant Grove Boulevard/Upland Drive	WB Left/U-Turn	250 ft.	100 ft. (4 vehicles)	150 ft. (6 vehicles)

Note: Queue lengths are rounded up to the nearest 25 feet.

Source: Fehr & Peers, 2020.

Project Access and On-Site Circulation

This section evaluates the access and on-site circulation components of the project relative to standards established in the *City of Roseville Design and Construction Standards* from January 2020.

Project Driveway Design

Driveway Spacing

The project driveway would be located 280 feet east of the Pleasant Grove Boulevard/Upland Drive intersection, as measured from the intersection centerline to the driveway centerline. According to City staff, driveways on arterial streets must be placed at least 250 feet from the adjacent upstream intersection (refer to Section 5-3). Therefore, the project driveway would meet the City's minimum driveway spacing requirement.

Driveway Throat Width

The project driveway would have a throat width of 35 feet. The City requires that driveways for commercial uses have a minimum throat width of 35 feet (refer to Section 7-14). Therefore, the project driveway would meet the City's minimum driveway throat width requirement.

Driveway Throat Depth

It is important that driveways be designed with adequate throat depth to accommodate exiting traffic, such that blockages to incoming traffic are minimized. Such blockages could cause inbound traffic to spill back onto public streets, which could increase conflicts with other vehicles and modes of travel.

Based on the configuration of the driveway and its placement relative to the on-site drive-through exit and drive aisles, the driveway would provide approximately 100 feet of storage for outbound vehicle queues. In other words, the outbound vehicle queue could extend 100 feet before interfering with on-site circulation.

Table 5 displays the estimated peak hour maximum queue for outbound vehicle movements at the project driveway. The peak hour maximum queue would be accommodated within the available storage during both the AM and PM peak hours under Existing Plus Project and Cumulative Plus Project conditions. Note that the AM peak hour maximum queue would decrease between Existing Plus Project and Cumulative Plus Project conditions due to the planned traffic signal at the Pleasant Grove/Upland Drive intersection. The signalization of this intersection would increase the gaps in eastbound traffic on Pleasant Grove Boulevard along the project site frontage, improving the ease with which vehicles could exit the project site.

Table 5: Project Driveway – Outbound Maximum Queue Lengths

Intersection	Movement	Storage	Maximum Queue (vehicles)	
			AM	PM
Existing Plus Project Conditions				
Pleasant Grove Boulevard Driveway	NB Right-Turn	100 ft.	100 ft. (4 vehicles)	75 ft. (3 vehicles)
Cumulative Plus Project Conditions				
Pleasant Grove Boulevard Driveway	NB Right-Turn	100 ft.	75 ft. (3 vehicles)	75 ft. (3 vehicles)

Note: Queue lengths are rounded up to the nearest 25 feet.
Source: Fehr & Peers, 2020.

Driveway Corner Sight Distance

The City requires that corner sight distance be provided for vehicles exiting intersections and driveways (refer to Section 7-12). **Figure 3** illustrates the corner sight distance for vehicles exiting the project driveway onto Pleasant Grove Boulevard. As shown this line of sight is generally unobstructed except for the landscape strip immediately west of the project site. The recommended right-turn deceleration lane (refer to "Need for Right-Turn Deceleration" section) would eliminate the landscape strip on the project frontage west of the project driveway, thus clearing the potential line of sight obstruction shown in Figure 3.

Other Driveway Design Considerations

The site plan does not provide sufficient detail to determine the driveway treatment at the point at which it meets Pleasant Grove Boulevard. The City requires that commercial driveways on arterial streets be designed as Type A-7 driveways (refer to Section 7-14 and Detail ST-22). Therefore, the following is recommended:

- Construct the driveway as a Type A-7 driveway (refer to Detail ST-22).
- Construct the driveway with a corner radius of 25 feet to accommodate large truck maneuvers in/out of the project site, as discussed below in the "Large Truck Circulation" section. Note that this corner radius is recommended in combination with the construction of a right-turn deceleration lane, as discussed below in the "Need for Right-Turn Deceleration" section. A wider corner radius of 30 feet would be necessary to accommodate large truck maneuvers without the provision of a right-turn deceleration lane.

Drive-Through Queue Storage

The project site plan states that the drive-through lane would provide 395 feet of storage. However, the project site plan illustrates that the vehicle queue would extend past the drive-through lane entry point. The last vehicle shown in this queue (labeled #22 on the project site plan) would impede the path of travel for vehicles entering the site as they travel towards parking located on the westerly portion of the project site. A measurement of the drive-through lane storage between the entry point (located approximately at the rear of vehicle #21 labeled on the project site plan) and the service window indicates that the drive-through lane would provide 380 feet of storage.

The City requires that the storage requirements for drive-through projects be evaluated at 25 feet per vehicle (refer to Section 4-5). However, queue observations at existing Dutch Bros stores in Roseville indicate that drive-through queues for comparable drive-through coffee stores measure at approximately 20 feet per vehicle. This closer vehicle spacing could be attributed to the longer waits, stop-and-go queue progression, extremely low truck/large vehicle percentage (if any), and very low travel speeds of drive-through operations when compared to typical vehicle operations on public roadways. Therefore, for the purposes of this analysis, it is recommended that project drive-through queue storage needs be evaluated at 20 feet per vehicle. Based on this methodology, the project drive-through lane would provide 380 feet of storage for up to 19 vehicles.

To estimate maximum queue lengths for the project drive-through lane, maximum drive-through queue observations were conducted between 7 AM and 7 PM on Thursday, November 5, 2020 at the following locations:

- Dutch Bros coffee store located at 1225 Baseline Road in Roseville, CA
- Dutch Bros coffee store located at 715 Sunrise Avenue in Roseville, CA

The maximum drive-through queue observed at the Sunrise Avenue Dutch Bros store was 13 vehicles and the maximum drive-through queue observed at the Baseline Road Dutch Bros store was 21 vehicles. Therefore, if the project would be expected to generate levels of customer activity (and on-site employee order fulfillment efficiency) similar to the Sunrise Avenue Dutch Bros store, the project would provide sufficient drive-through storage to accommodate the maximum queue. However, if the project would be expected to generate levels of customer activity similar to the Baseline Road Dutch Bros store, the maximum drive-through queue would exceed the available storage by two vehicles.

Vehicles that exceed the drive-through queue storage would impede the path of travel for vehicles entering the project site. It is important to note that the maximum drive-through queue at the Baseline Road Dutch Bros store exceeded 19 vehicles (the available drive-through storage for the proposed project) for only two five-minute intervals during the entirety of the 7 AM to 7 PM observation period. This represents just over

one percent of the 145 five-minute intervals recorded during the maximum drive-through queue observations. Therefore, while it is conceivable that the maximum drive-through queue would exceed the available drive-through storage for the proposed project, this condition would likely occur only during brief periods of heavy visitation and would not persist for extended periods of time.

In order to reduce the likelihood of the drive-through queue extending back onto Pleasant Grove Boulevard, the following is recommended:

- Widen the project driveway to a width of 40 feet and provide two inbound lanes and one outbound lane. Install "Drive Thru" pavement markings in the westerly inbound lane.

Westbound U-Turn Movements at Pleasant Grove Boulevard/Upland Drive

The location of the project site combined with its right-in/right-out driveway would require inbound vehicles traveling from the east to complete a westbound U-turn movement at the Pleasant Grove Boulevard/Upland Drive intersection in order to access the site. As such, the project would add considerable traffic volumes to this U-turn movement.

U-Turn Turning Radius

The geometry of this U-turn movement was reviewed to evaluate its consistency with City standards. The distance between the left lane line of the westbound left-turn pocket (from which U-turns would be completed) to the southerly face of curb on Pleasant Grove Boulevard is 33 feet (refer to **Figure 4**). The distance between the right lane line of the westbound left-turn pocket to the southerly face of curb on Pleasant Grove Boulevard is 44 feet. The radius of the southeast corner of the Pleasant Grove Boulevard/Upland Drive intersection is 51 feet. These conditions satisfy City standards for permitted U-turn movements for westbound Pleasant Grove Boulevard at Upland Drive (refer to Detail TS-15).

U-Turn Sight Distance

Pursuant to City standards (refer to Section 7-12) and the 2011 American Association of State Highway and Transportation Officials (AASHTO) *Geometric Design of Highways and Streets* Chapter 9.5.3 Case F, the required westbound U-turn sight distance is 530 feet. This is measured from the location of a driver preparing to begin a U-turn movement to the location of an object (i.e., an oncoming vehicle) in the center of the approaching lane on eastbound Pleasant Grove Boulevard. As shown in **Figure 4**, the existing median landscaping on the west leg of the Pleasant Grove Boulevard/Upland Drive intersection would obstruct this line of sight due to the horizontal curvature of Pleasant Grove Boulevard. Therefore, the westbound U-turn sight distance would not be adequate.

The following is recommended:

- Maintain the existing median landscaping on the west leg of the Pleasant Grove Boulevard/Upland Drive intersection and routinely prune the existing trees and vegetation to maintain a six-inch to six-foot clear line of sight within the green area shown on Figure 4.

Note that this sight distance issue will be resolved in the future with the installation of a traffic signal at the Pleasant Grove Boulevard/Upland Drive intersection because westbound left- and U-turn movements would be separated from eastbound through movements through signal phasing. However, the precise timing of this signalization is not yet known, and it is conceivable that the project is constructed and operational prior to the installation of the traffic signal.

Need for Right-Turn Deceleration

The City requires provision of right-turn deceleration in circumstances where all of the following conditions are met (refer to Section 5.5):

- The driveway is located on an arterial or expressway.
- Right turn ingress volume is expected to exceed fifty (50) during peak hour flows on the roadway. For right turn ingress volumes between ten (10) and fifty (50) a right turn curb taper shall be constructed in conformance with the Standard Drawings.
- There is ample room and frontage to fit a deceleration lane as determined by the City Engineer.
- The travel speed of the roadway, as determined by the City Engineer, equals or exceeds 45 MPH.

The project driveway meets all applicable conditions warranting construction of a right-turn deceleration lane. The standard right-turn deceleration lane is 200 feet in length plus a 60-foot taper (refer to Detail ST-25). However, there is not adequate distance between the project driveway and the near curb return at the Pleasant Grove Drive/Upland Drive intersection to accommodate the standard right-turn deceleration lane. Therefore, the following is recommended:

- Construct a right-turn deceleration lane on eastbound Pleasant Grove Boulevard approaching the project driveway that is 135 feet in length plus a 60-foot taper.

While this would not adhere to the City standard for a right-turn deceleration lane, it would still provide operational benefit and would be preferred to a right-turn curb flare.

Internal Vehicle Circulation

Passenger Vehicle Circulation

Several on-site parking stalls would be placed in locations that would not be easily accessible for passenger vehicles or that when occupied would impede the path of travel for passenger vehicles circulating within the project site. These include the following:

- Parking stall #10 is situated at an acute angle relative to the westbound parking lot drive aisle. This would require ingressing vehicles to complete a sharp turning maneuver to access the parking stall, while larger vehicles would likely be required to complete a multi-point turn to access the paring stall. These conditions would adversely affect the flow of vehicle traffic within the project site parking lot.
- Parking stalls #11 and #12 are situated immediately in front of the drive-through exit. When occupied, these parking stalls would impede the flow of traffic exiting the drive-through and impede vehicles reversing out of parking stalls #13 and #14. Additionally, parking stalls #11 and #12 are placed in locations that would be more ideally suited for outbound vehicle queues exiting the project driveway.

The following modifications to the site plan are recommended:

- Eliminate parking stalls #10, #11, and #12 shown on the project site plan.

This modification would reduce the number of on-site parking spaces from 14 to 11 spaces. City Code Chapter 19.26.030 requires fast food with drive through establishments to provide one parking space per 100 square feet, equal to nine parking spaces when applied to the project. Therefore, even with the proposed on-site parking reduction, the project would still satisfy City parking requirements.

Large Truck Circulation

Figure 5 illustrates turning movements for refuse trucks (25-foot inside radius and 45-foot outside radius) and **Figure 6** illustrates turning movements for fire and organics trucks (30-foot inside radius and 50-foot outside radius). Large truck movements into the project site would need to be completed from the outside eastbound through lane. The truck swept paths would conflict with the sidewalk and landscape strip immediately west of the project site.

As shown in Figure 6, fire and organics truck paths would conflict with parking stalls #10, #11, and #12 shown on the project site plan.

Large trucks that enter the project site would require multi-point turns using the westerly portion of the project parking lot in order to reverse direction and exit the site facing forward. Similar maneuvers would

be necessary for refuse and organics trucks to access bins located at the southwest corner of the project site. While these maneuvers would be disruptive to circulation patterns within the project parking lot, they would not disrupt parking lot operations for extended durations given the relatively infrequent trips to and from the project site by large trucks.

The following modifications are recommended to better accommodate large truck maneuvers:

- Construct the driveway as a Type A-7 driveway (refer to Detail ST-22).
- Construct the driveway with a corner radius of 25 feet to accommodate large truck maneuvers in/out of the project site (refer to previous note regarding right-turn deceleration lane).
- Eliminate parking stalls #10, #11, and #12 shown on the project site plan.

Vehicle Miles of Travel (VMT)

On September 27, 2013, Governor Jerry Brown signed Senate Bill (SB) 743 into law and started a process intended to fundamentally change transportation impact analysis as part of CEQA compliance. These changes include elimination of auto delay, LOS, and other similar measures of vehicular capacity or traffic congestion as a basis for determining significant impacts. The LOS results presented earlier in this memorandum were prepared to evaluate compliance with the City of Roseville General Plan LOS policy and for informational purposes, but not to determine significant impacts under CEQA per se.

SB 743 contained language directing the Governor's Office of Planning and Research (OPR) to update the CEQA Guidelines to include new criteria (e.g., metrics) for determining the significance of transportation impacts. OPR selected vehicle miles of travel (VMT) as the transportation impact metric, recommended its application statewide, and submitted updates to the CEQA Guidelines that were certified by the Natural Resources Agency in December 2018. The requirements of SB 743 became effective statewide on July 1, 2020. To help aid lead agencies with SB 743 implementation, OPR produced the *Technical Advisory on Evaluating Transportation Impacts in CEQA* (December 2018). The *Technical Advisory* helps lead agencies think about the variety of implementation questions they face with respect to shifting to a VMT metric.

Page 17 of the *Technical Advisory* generally describes retail development including stores less than 50,000 square feet as locally-serving. And in the context of CEQA, it concludes that locally-serving retail may be found to cause less-than-significant transportation impacts. The proposed project clearly falls well below this building size threshold. Moreover, given the prevalence of coffee stores (drive-through and walk-in) throughout the City of Roseville and the broad distribution of these coffee stores throughout the City's residential and employment areas, it is expected that the project would similarly cater to local residents and employees and function as a locally-serving establishment. For these reasons, the project is presumed to have a less-than-significant impact to the transportation system on the basis of project-generated VMT, pursuant to guidance provided in the *Technical Advisory*.

Summary & Conclusions

In summary, the analysis of the proposed project revealed the need for the following modifications to the project site plan and surrounding roadway network:

- Construct a right-turn deceleration lane on eastbound Pleasant Grove Boulevard approaching the project driveway that is 135 feet in length plus a 60-foot taper.
- Construct the driveway as a Type A-7 driveway (refer to Detail ST-22) with a corner radius of 25 feet to accommodate large truck maneuvers in/out of the project site.
- Widen the project driveway to a width of 40 feet and provide two inbound lanes and one outbound lane. Install "Drive Thru" pavement markings in the westerly inbound lane.
- Maintain the existing median landscaping on the west leg of the Pleasant Grove Boulevard/Upland Drive intersection and routinely prune the existing trees and vegetation to maintain a six-inch to six-foot clear line of sight within the green area shown on Figure 4.
- Eliminate parking stalls #10, #11, and #12 shown on the project site plan.

References

City of Roseville (January 2020). *City of Roseville Design and Construction Standards*.

Institute of Transportation Engineers (2017). *Trip Generation Handbook, 3rd Edition*.

Institute of Transportation Engineers (2017). *Trip Generation Manual, 10th Edition*.

Governor's Office of Planning and Research (December 2018). *Technical Advisory on Evaluating Transportation Impacts in CEQA*.

Transportation Research Board (2016). *Highway Capacity Manual, 6th Edition*.

Appendix A. Figures

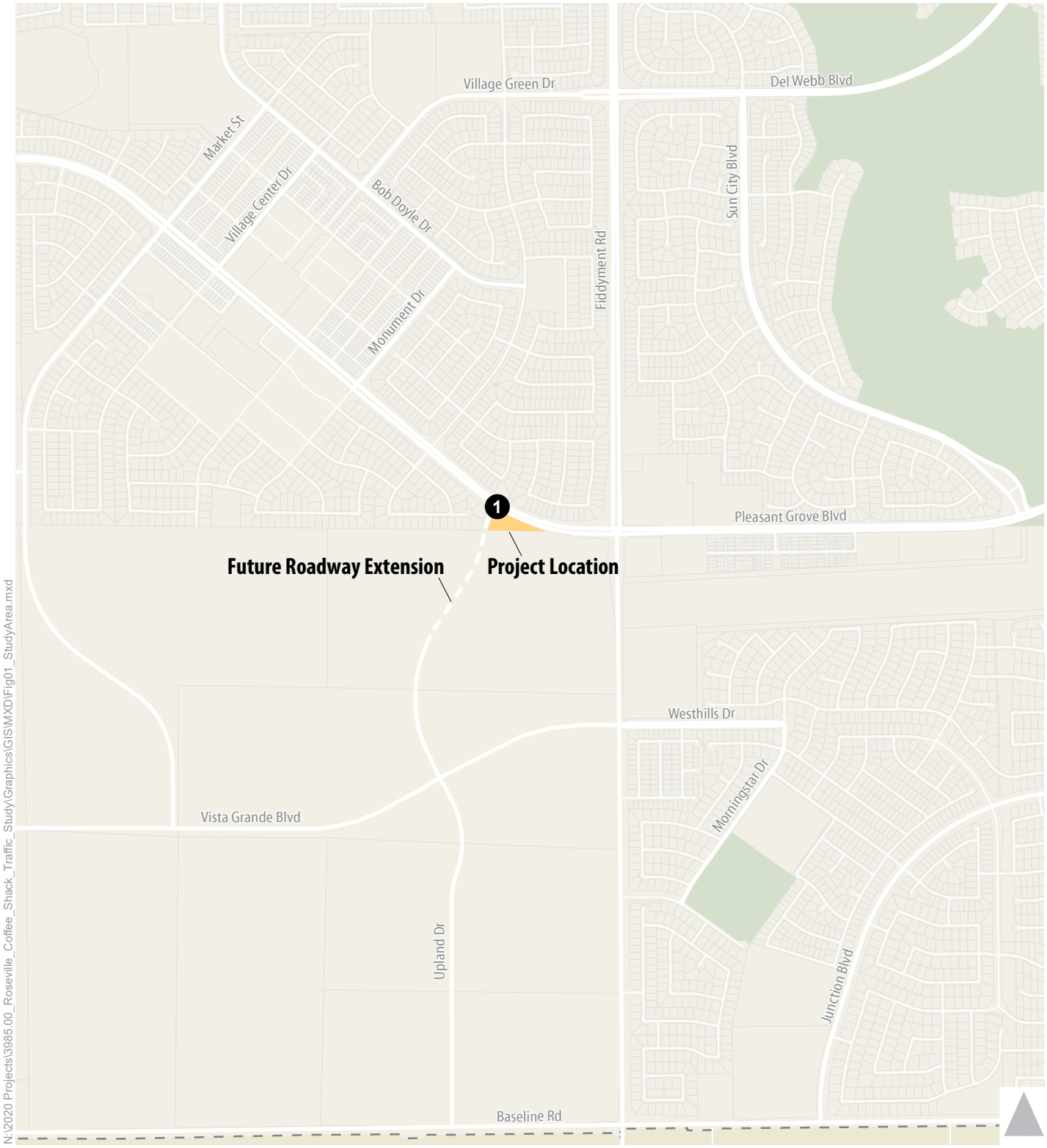

Figure 1

Study Area

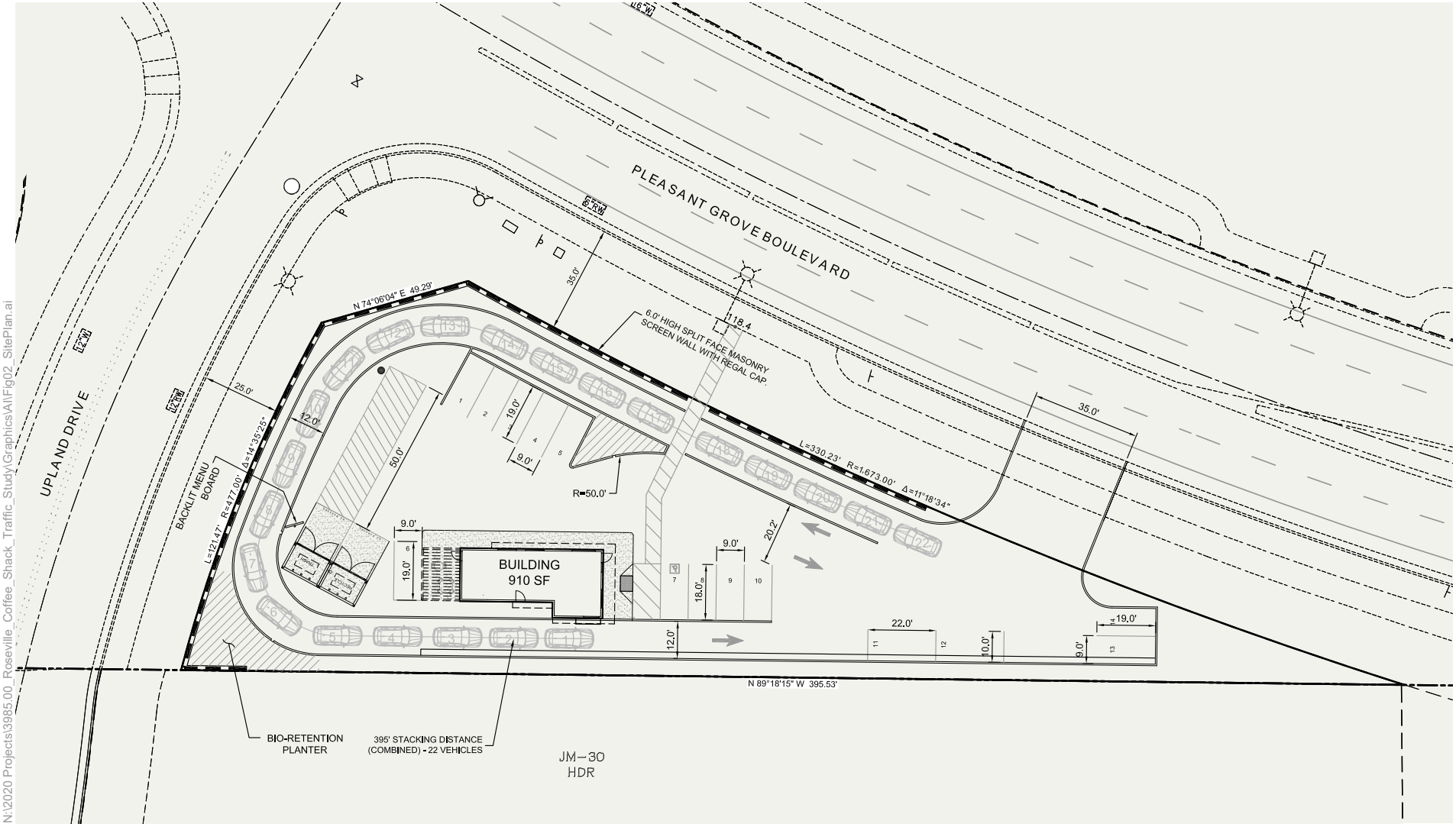

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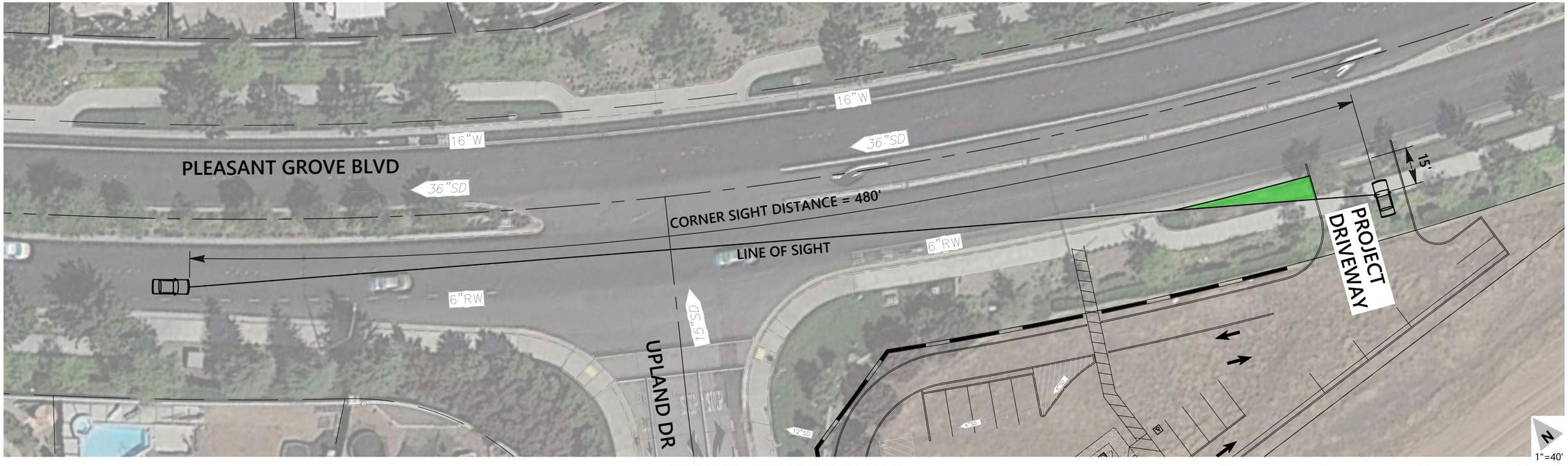
Figure 2

Project Site Plan



CORNER SIGHT DISTANCE

LEGEND

LEFT TURN SIGHT DISTANCE TRIANGLE - DESIGN OF VERTICAL ELEMENTS IN THIS AREA TO BE CONSISTENT WITH HIGHWAY DESIGN MANUAL TOPIC 405.1 (2) AND CITY OF ROSEVILLE DESIGN STANDARDS SECTION 7-12 (C)[1].

DESIGN SPEED

PLEASANT GROVE BOULEVARD - 50 MPH (BASED ON SPEED SURVEY PERFORMED BY THE CITY ON 12/9/2015)

CORNER SIGHT DISTANCE

CORNER SIGHT DISTANCE = 480' CALCULATED PER HIGHWAY DESIGN MANUAL TOPIC 405.1 (2).

1: SHADED GREEN AREA REPRESENTS PORTION OF PROJECT FRONTAGE SITUATED BETWEEN THE FACE OF CURB AND THE REQUIRED LINE OF SIGHT.

Figure 3
Corner Sight Distance Analysis
Project Driveway at Pleasant Grove Boulevard

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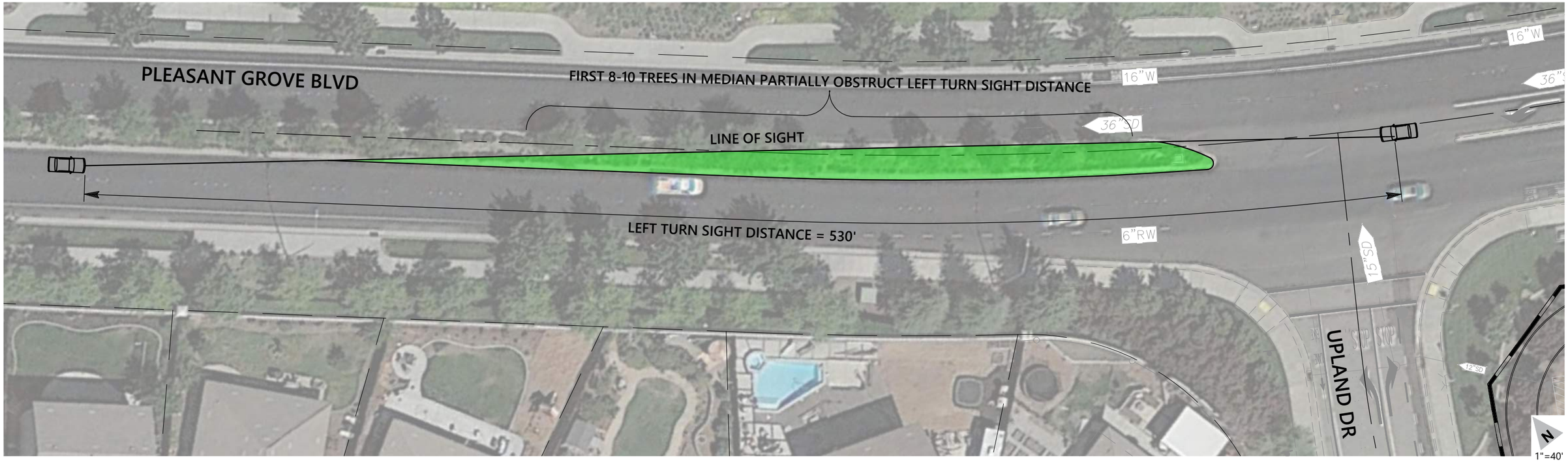
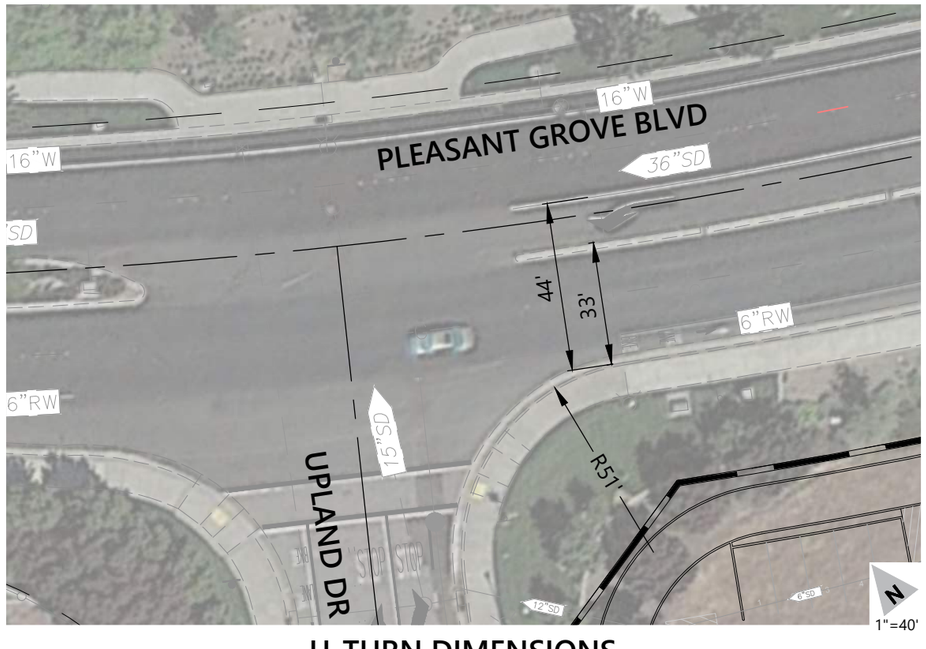
Dec 09, 2020



LEFT TURN SIGHT DISTANCE

40 0 40 80
1" = 40' GRAPHIC SCALE



U-TURN DIMENSIONS

LEGEND

LEFT TURN SIGHT DISTANCE TRIANGLE - DESIGN OF VERTICAL ELEMENTS IN THIS AREA TO BE CONSISTENT WITH 2011 AASHTO GEOMETRIC DESIGN OF HIGHWAYS AND STREETS CHAPTER 9.5.3 CASE F AND CITY OF ROSEVILLE DESIGN STANDARDS SECTION 7-12 (B)[1].

DESIGN SPEED

PLEASANT GROVE BOULEVARD - 50 MPH
(BASED ON SPEED SURVEY PERFORMED BY THE CITY ON 12/9/2015)

LEFT TURN SIGHT DISTANCE

LEFT TURN SIGHT DISTANCE = 530' CALCULATED PER 2011 AASHTO GEOMETRIC DESIGN OF HIGHWAYS AND STREETS CHAPTER 9.5.3 CASE F.

U-TURN DIMENSIONS

U-TURN DIMENSIONS ARE PROVIDED TO CONFIRM ADEQUACY OF U-TURN MOVEMENT WITH CITY OF ROSEVILLE DESIGN STANDARDS SECTION 6-2 (O) AND CITY OF ROSEVILLE STANDARD DETAIL TS-15.

1: SHADED GREEN AREA REPRESENTS PORTION OF MEDIAN SITUATED BETWEEN THE FACE OF CURB AND THE REQUIRED LINE OF SIGHT.

Figure 4
Left Turn Sight Distance Analysis and U-Turn Dimensions
Upland Drive at Pleasant Grove Boulevard

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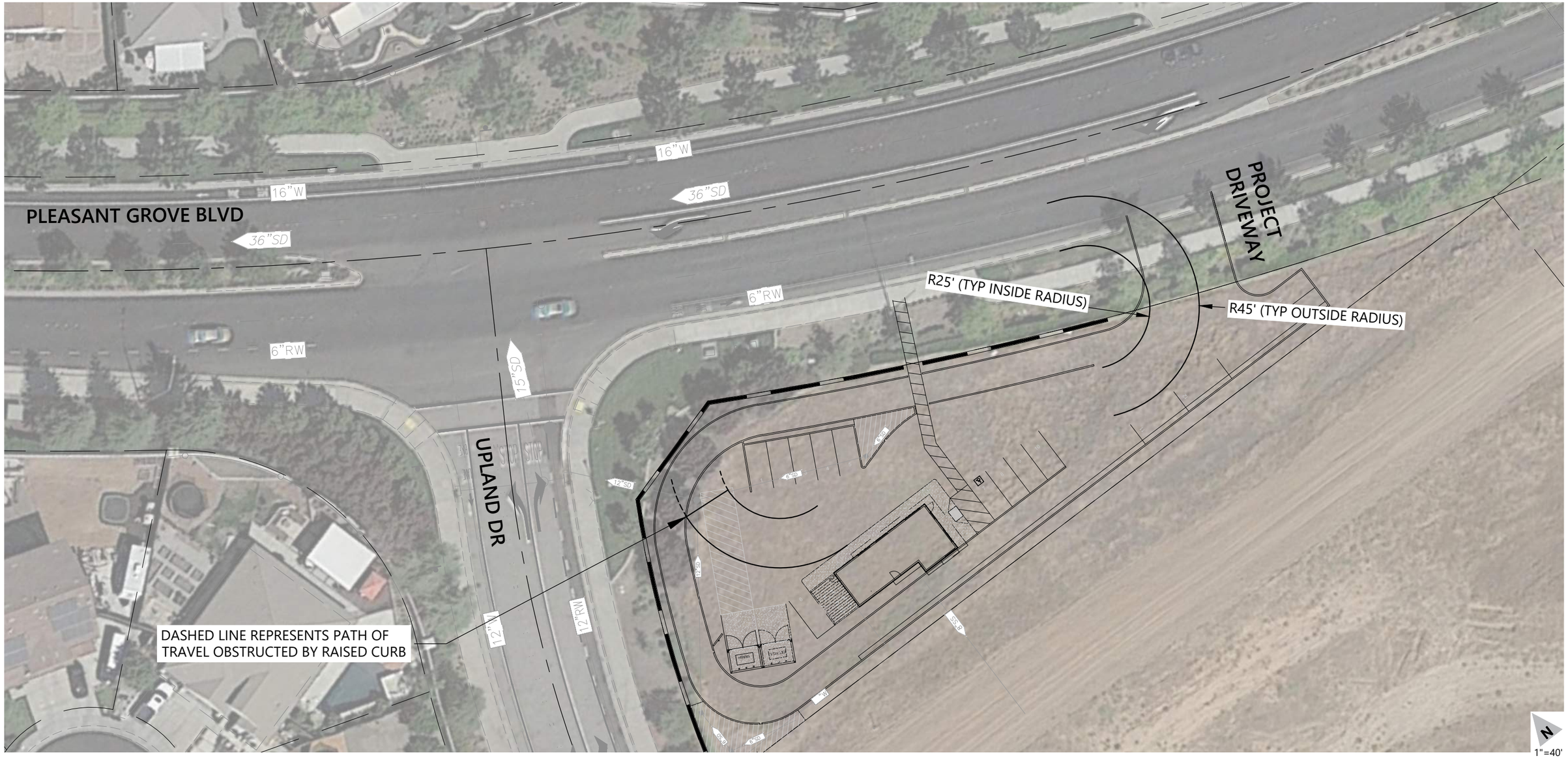

REFUSE VEHICLE PATH OF TRAVEL

40 0 40 80

1" = 40' GRAPHIC SCALE

REFUSE VEHICLE PATH OF TRAVEL

REFUSE VEHICLE PATH OF TRAVEL IS PROVIDED TO CONFIRM ADEQUACY OF SOLID WASTE DESIGN WITH CITY OF ROSEVILLE DESIGN STANDARDS SECTION 15-3 (G).

Figure 5

Refuse Vehicle Path of Travel
Project Driveway at Pleasant Grove Boulevard

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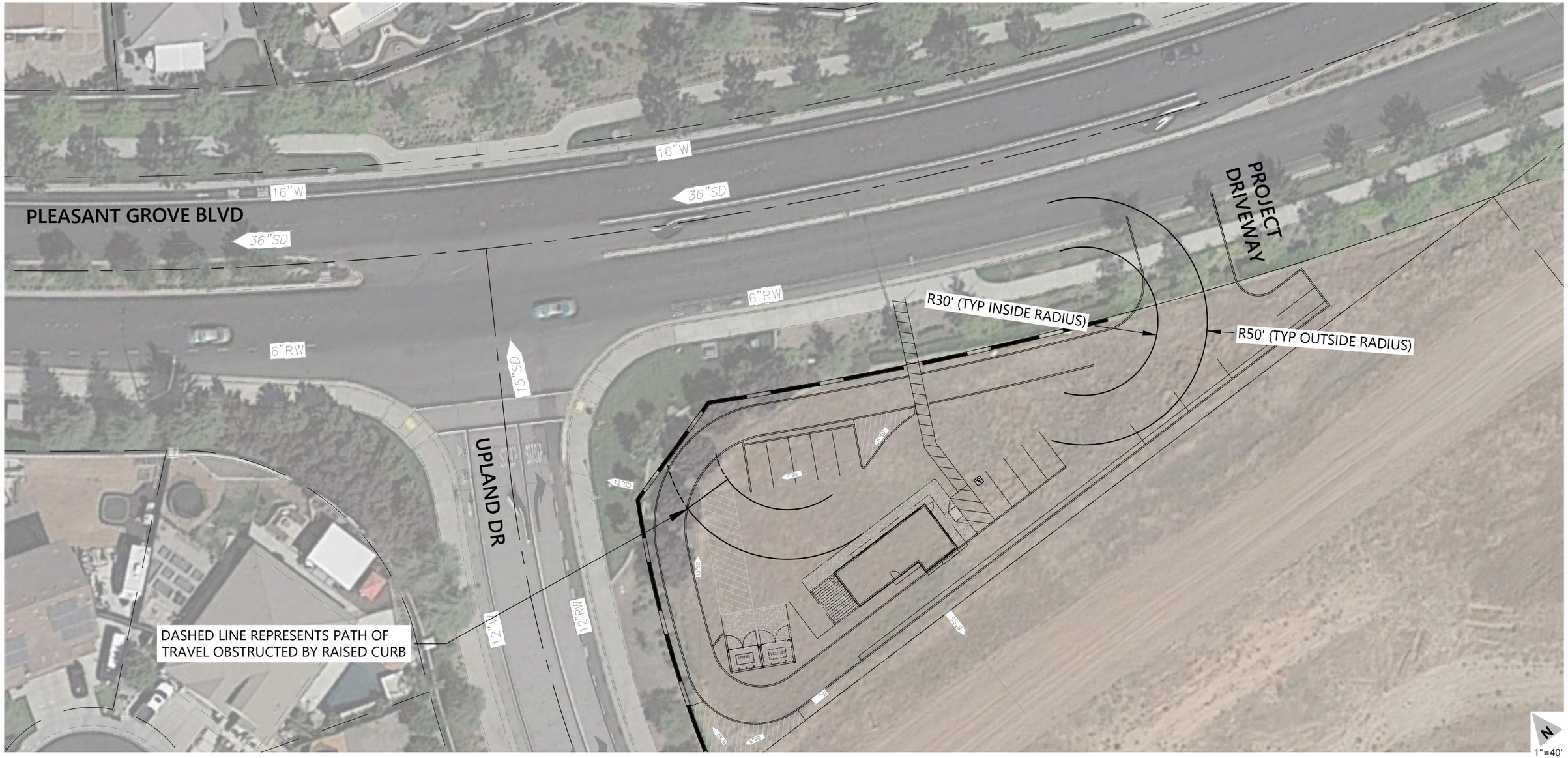
Dec 11, 2020



ORGANICS/FIRE VEHICLE PATH OF TRAVEL

40 0 40 80
1" = 40' GRAPHIC SCALE

ORGANICS/FIRE VEHICLE PATH OF TRAVEL

ORGANICS/FIRE VEHICLE PATH OF TRAVEL IS PROVIDED TO CONFIRM ADEQUACY WITH CITY OF ROSEVILLE DESIGN STANDARDS SECTION 15-3 (K).

Figure 6
Organics/Fire Vehicle Path of Travel
Project Driveway at Pleasant Grove Boulevard

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Dec 11, 2020

Appendix B. Technical Appendix

Intersection 3 **Pleasant Grove Boulevard/Upland Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	1,175	1,059	90.2%	2.1	0.2	A
	Right Turn						
	Subtotal	1,175	1,059	90.2%	2.1	0.2	A
WB	Left Turn	60	46	76.2%	16.3	6.8	C
	Through	553	510	92.2%	0.9	0.2	A
	Right Turn						
	Subtotal	613	556	90.7%	2.2	0.7	A
Total		1,788	1,615	90.3%	2.2	0.2	A

Intersection 4 **Coffee Shack Driveway/Pleasant Grove Boulevard** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn	90	78	86.4%	13.0	4.7	B
	Subtotal	90	78	86.4%	13.0	4.7	B
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	1,145	1,013	88.5%	1.7	0.2	A
	Right Turn	90	85	94.4%	0.6	0.2	A
	Subtotal	1,235	1,098	88.9%	1.6	0.2	A
WB	Left Turn						
	Through	613	560	91.4%	0.8	0.2	A
	Right Turn						
	Subtotal	613	560	91.4%	0.8	0.2	A
Total		1,938	1,736	89.6%	1.8	0.3	A

SimTraffic Post-Processor **Roseville Coffee Shack**
Average Results from 10 Runs **Existing Plus Project Conditions**
Volume and Delay by Movement **PM Peak Hour**

Intersection 3 **Pleasant Grove Boulevard/Upland Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	789	728	92.3%	1.5	0.1	A
	Right Turn						
	Subtotal	789	728	92.3%	1.5	0.1	A
WB	Left Turn	67	56	83.8%	11.7	3.5	B
	Through	1,323	1,183	89.4%	2.0	0.2	A
	Right Turn						
	Subtotal	1,390	1,239	89.1%	2.5	0.3	A
Total		2,179	1,967	90.3%	2.1	0.2	A

Intersection 4 **Coffee Shack Driveway/Pleasant Grove Boulevard** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn	81	74	91.6%	6.8	1.4	A
	Subtotal	81	74	91.6%	6.8	1.4	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	775	711	91.8%	1.5	0.2	A
	Right Turn	81	78	96.9%	0.4	0.2	A
	Subtotal	856	790	92.3%	1.4	0.2	A
WB	Left Turn						
	Through	1,390	1,241	89.3%	1.7	0.2	A
	Right Turn						
	Subtotal	1,390	1,241	89.3%	1.7	0.2	A
Total		2,327	2,105	90.5%	1.7	0.2	A

Intersection 3 **Pleasant Grove Boulevard/Upland Drive** **Side-street Stop**

Direction	Lane Group	Storage (ft)	Average Queue (ft) Average	Std. Dev.	95th Queue (ft) Average	Std. Dev.	Maximum Queue (ft) Average	Std. Dev.	Block Time Pocket	Upstream
WB	U/Left Turns	225	50	8	75	20	75	26	0%	0%

Intersection 4 **Coffee Shack Driveway/Pleasant Grove Boulevard** **Side-street Stop**

Direction	Lane Group	Storage (ft)	Average Queue (ft) Average	Std. Dev.	95th Queue (ft) Average	Std. Dev.	Maximum Queue (ft) Average	Std. Dev.	Block Time Pocket	Upstream
EB	Through	225	25	2	25	8	25	10	0%	0%
	Through/Right	225	25	5	25	19	25	22	0%	0%
NB	Right Turn	600	50	9	75	22	100	23	0%	0%

Intersection 3 **Pleasant Grove Boulevard/Upland Drive** **Side-street Stop**

Direction	Lane Group	Storage (ft)	Average Queue (ft) Average	Average Queue (ft) Std. Dev.	95th Queue (ft) Average	95th Queue (ft) Std. Dev.	Maximum Queue (ft) Average	Maximum Queue (ft) Std. Dev.	Block Time Pocket	Block Time Upstream
WB	U/Left Turns	225	50	7	75	16	75	15	0%	0%

Intersection 4 **Coffee Shack Driveway/Pleasant Grove Boulevard** **Side-street Stop**

Direction	Lane Group	Storage (ft)	Average Queue (ft) Average	Average Queue (ft) Std. Dev.	95th Queue (ft) Average	95th Queue (ft) Std. Dev.	Maximum Queue (ft) Average	Maximum Queue (ft) Std. Dev.	Block Time Pocket	Block Time Upstream
EB	Through/Right	225	25	1	25	7	25	13	0%	0%
NB	Right Turn	600	50	6	75	13	75	17	0%	0%

Intersection 3 **Pleasant Grove Boulevard/Upland Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	53	46	86.3%	19.5	4.1	B
	Through						
	Right Turn	101	102	101.2%	13.9	3.3	B
	Subtotal	154	148	96.1%	15.7	2.2	B
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	1,347	1,267	94.0%	14.3	1.9	B
	Right Turn	76	71	92.8%	12.5	2.0	B
	Subtotal	1,423	1,337	94.0%	14.2	1.9	B
WB	Left Turn	91	59	64.9%	24.7	2.9	C
	Through	530	360	67.9%	4.2	1.1	A
	Right Turn						
	Subtotal	621	419	67.4%	7.1	0.9	A
Total		2,198	1,904	86.6%	12.7	1.4	B

Intersection 4 **Coffee Shack Driveway/Pleasant Grove Boulevard** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn	90	82	90.8%	11.4	3.0	B
	Subtotal	90	82	90.8%	11.4	3.0	B
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	1,417	1,314	92.7%	3.7	0.2	A
	Right Turn	90	90	100.0%	2.1	0.3	A
	Subtotal	1,507	1,404	93.2%	3.6	0.2	A
WB	Left Turn						
	Through	621	412	66.3%	0.9	0.2	A
	Right Turn						
	Subtotal	621	412	66.3%	0.9	0.2	A
Total		2,218	1,898	85.6%	3.3	0.1	A

SimTraffic Post-Processor **Roseville Coffee Shack**
Average Results from 10 Runs **Cumulative Plus Project Conditions**
Volume and Delay by Movement **PM Peak Hour**

Intersection 3 **Pleasant Grove Boulevard/Upland Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	102	103	101.3%	20.9	4.2	C
	Through						
	Right Turn	39	41	106.2%	7.1	2.6	A
	Subtotal	141	145	102.6%	17.4	3.4	B
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	810	715	88.2%	11.9	1.7	B
	Right Turn	89	75	84.5%	8.9	2.6	A
	Subtotal	899	790	87.9%	11.6	1.6	B
WB	Left Turn	162	109	67.1%	36.4	11.4	D
	Through	1,343	977	72.8%	7.3	0.8	A
	Right Turn						
	Subtotal	1,505	1,086	72.2%	10.3	1.6	B
Total		2,545	2,021	79.4%	11.3	0.9	B

Intersection 4 **Coffee Shack Driveway/Pleasant Grove Boulevard** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn	81	85	104.4%	6.2	1.2	A
	Subtotal	81	85	104.4%	6.2	1.2	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	831	732	88.1%	3.0	0.3	A
	Right Turn	81	64	79.6%	1.7	0.4	A
	Subtotal	912	797	87.4%	2.9	0.3	A
WB	Left Turn						
	Through	1,505	1,078	71.6%	2.7	0.3	A
	Right Turn						
	Subtotal	1,505	1,078	71.6%	2.7	0.3	A
Total		2,498	1,959	78.4%	2.9	0.2	A

Intersection 3 **Pleasant Grove Boulevard/Upland Drive** **Signal**

Direction	Lane Group	Storage (ft)	Average Queue (ft) Average	Average Queue (ft) Std. Dev.	95th Queue (ft) Average	95th Queue (ft) Std. Dev.	Maximum Queue (ft) Average	Maximum Queue (ft) Std. Dev.	Block Time Pocket	Block Time Upstream
EB	Through	725	150	30	225	61	225	68	0%	0%
	Through/Right	725	200	27	300	53	300	62	0%	0%
NB	Left Turn	500	50	9	75	16	75	17	0%	0%
	Right Turn	500	75	10	100	21	100	26	0%	0%
WB	U/Left Turns	225	75	7	100	13	100	35	0%	0%
	Through	225	50	13	100	27	100	28	0%	0%

Intersection 4 **Coffee Shack Driveway/Pleasant Grove Boulevard** **Side-street Stop**

Direction	Lane Group	Storage (ft)	Average Queue (ft) Average	Average Queue (ft) Std. Dev.	95th Queue (ft) Average	95th Queue (ft) Std. Dev.	Maximum Queue (ft) Average	Maximum Queue (ft) Std. Dev.	Block Time Pocket	Block Time Upstream
EB	Through/Right	225	25	4	25	21	25	29	0%	0%
NB	Right Turn	600	50	7	75	15	75	16	0%	0%

Intersection 3 **Pleasant Grove Boulevard/Upland Drive** **Signal**

Direction	Lane Group	Storage (ft)	Average Queue (ft) Average	Average Queue (ft) Std. Dev.	95th Queue (ft) Average	95th Queue (ft) Std. Dev.	Maximum Queue (ft) Average	Maximum Queue (ft) Std. Dev.	Block Time Pocket	Block Time Upstream
EB	Through	725	100	17	150	27	150	21	0%	0%
	Through/Right	725	150	20	225	43	225	39	0%	0%
NB	Left Turn	500	75	15	125	26	125	30	0%	0%
	Right Turn	500	50	13	50	17	50	21	0%	0%
WB	U/Left Turns	225	100	23	150	50	150	51	0%	1%
	Through	225	100	14	175	35	175	51	0%	0%

Intersection 4 **Coffee Shack Driveway/Pleasant Grove Boulevard** **Side-street Stop**

Direction	Lane Group	Storage (ft)	Average Queue (ft) Average	Average Queue (ft) Std. Dev.	95th Queue (ft) Average	95th Queue (ft) Std. Dev.	Maximum Queue (ft) Average	Maximum Queue (ft) Std. Dev.	Block Time Pocket	Block Time Upstream
EB	Through/Right	225	25	1	25	7	25	9	0%	0%
NB	Right Turn	600	50	4	75	9	75	9	0%	0%
WB	Through	425	25	3	25	13	25	18	0%	0%

RESOLUTION NO. 21-108

AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE

WHEREAS, a proposal has been submitted to amend the General Plan 2035 – Land Use Map of the City of Roseville for that portion of certain real property within the City of Roseville known as West Roseville Specific Plan (WRSP) Parcel W-20 from Low Density Residential (LDR) to Community Commercial (CC), as shown in Exhibit B, attached and incorporated herein by reference; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments to the General Plan on February 11, 2021; and

WHEREAS, on February 11, 2021, the Planning Commission considered and adopted the WRSP PCL W-20 – Coffee Shack Mitigated Negative Declaration and the associated Mitigation Monitoring and Reporting Program; and

WHEREAS, on March 17, 2021, the City Council held a public hearing at which time the proposed amendments were considered; and

WHEREAS, on March 17, 2021, the City Council considered the WRSP PCL W-20 – Coffee Shack Mitigated Negative Declaration and the associated Mitigation Monitoring and Reporting Program adopted by the Planning Commission on February 11, 2021; and

WHEREAS, the Council of the City of Roseville desires to approve said amendments to the Roseville General Plan as conducive to public interest, health, safety and welfare, and consistent with the land use practices of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the amendment changing the Land Use Map (attached as Exhibit C) is hereby adopted.

BE IT FURTHER RESOLVED, that the Development Services Director is hereby directed to retain said General Plan Amendments on permanent public display in the Development Services Department of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

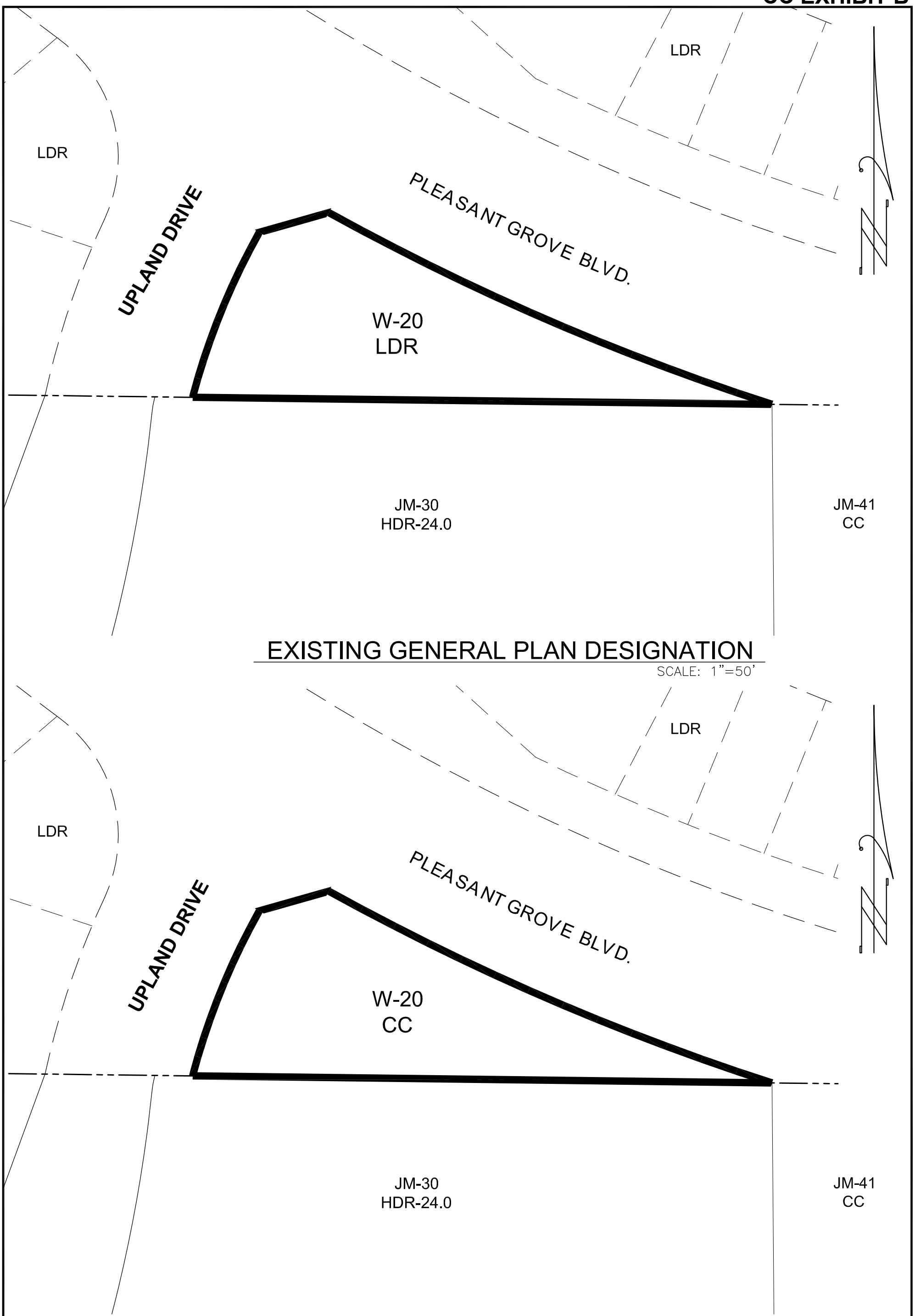
_____

MAYOR

_____

City Clerk

CC EXHIBIT B



EXISTING GENERAL PLAN DESIGNATION

SCALE: 1"=50'

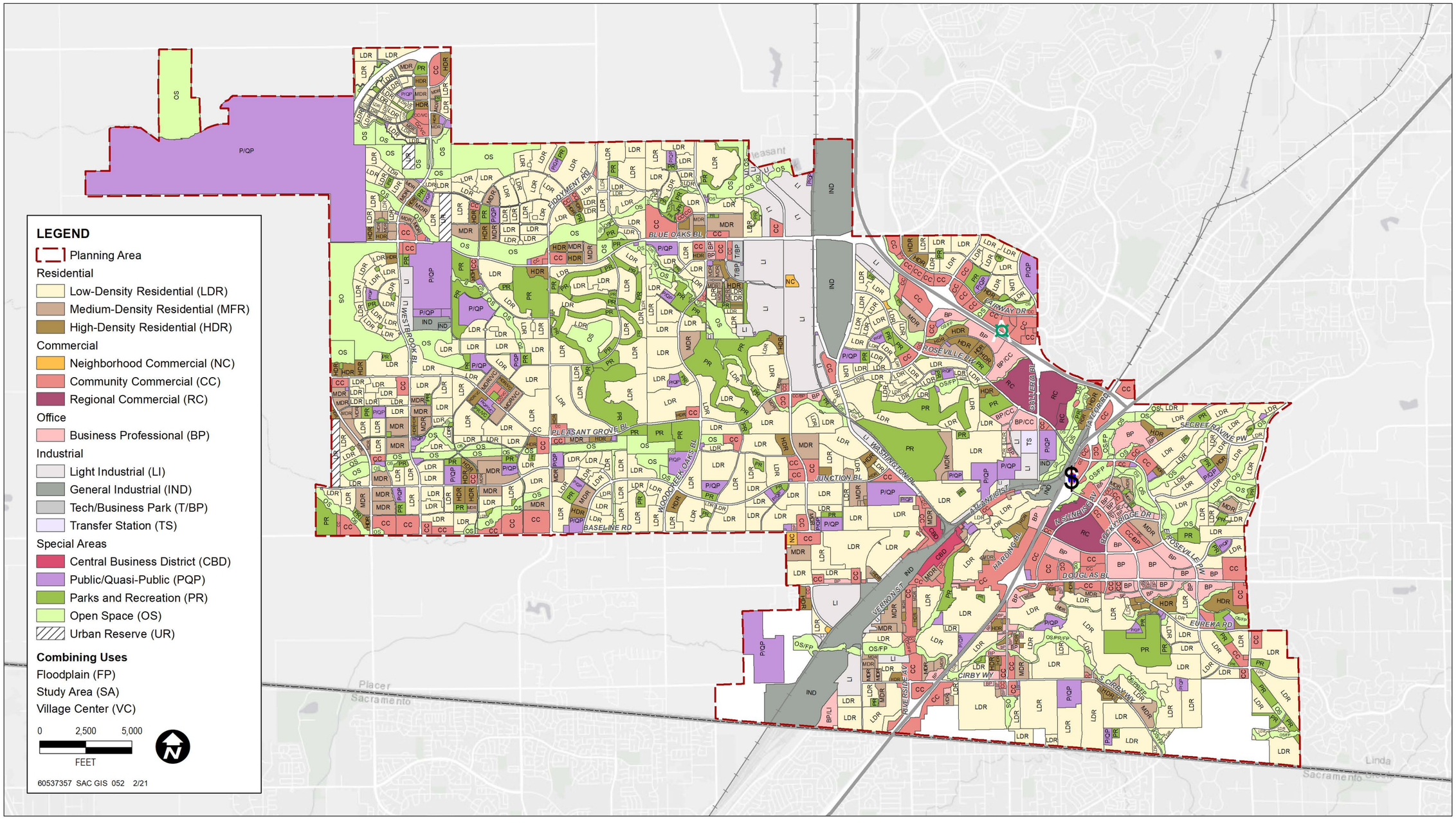
PROPOSED GENERAL PLAN DESIGNATION

SCALE: 1"=50'

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

SCALE: 1"=50'	GENERAL PLAN AMENDMENT EXHIBIT
JOB #: 20-03-012	WRSP LOT W-20
DATE: JUNE, 2020	PROJECT #_____
	CITY of ROSEVILLE, CALIFORNIA

Figure II-2 | Land Use Map



RESOLUTION NO. 21-109

AMENDING THE WEST ROSEVILLE SPECIFIC PLAN

WHEREAS, a proposal has been submitted to amend the land use designations of Parcel W-20 of the West Roseville Specific Plan from Low Density Residential (LDR) to Community Commercial (CC), as shown in Exhibit D, attached and incorporated herein by reference; and

WHEREAS, the proposed land use amendment requires a Specific Plan Amendment to change the text within the West Roseville Specific Plan, as shown in Exhibit E, attached and incorporated herein by reference; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments to the West Roseville Specific Plan on February 11, 2021; and

WHEREAS, on February 11, 2021, the Planning Commission considered and adopted the WRSP PCL W-20 – Coffee Shack Mitigated Negative Declaration and the associated Mitigation Monitoring and Reporting Program; and

WHEREAS, the Specific Plan Amendment as proposed and revised is consistent with the adopted City of Roseville General Plan; and

WHEREAS, on March 17, 2021, the City Council considered the WRSP PCL W-20 – Coffee Shack Mitigated Negative Declaration and the associated Mitigation Monitoring and Reporting Program adopted by the Planning Commission on February 11, 2021; and

WHEREAS, the Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Specific Plan Amendment, and makes the following findings:

The Specific Plan Amendment is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the West Roseville Specific Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the proposed changes to the West Roseville Specific Plan are adopted as set forth in the attached Exhibit E.

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:

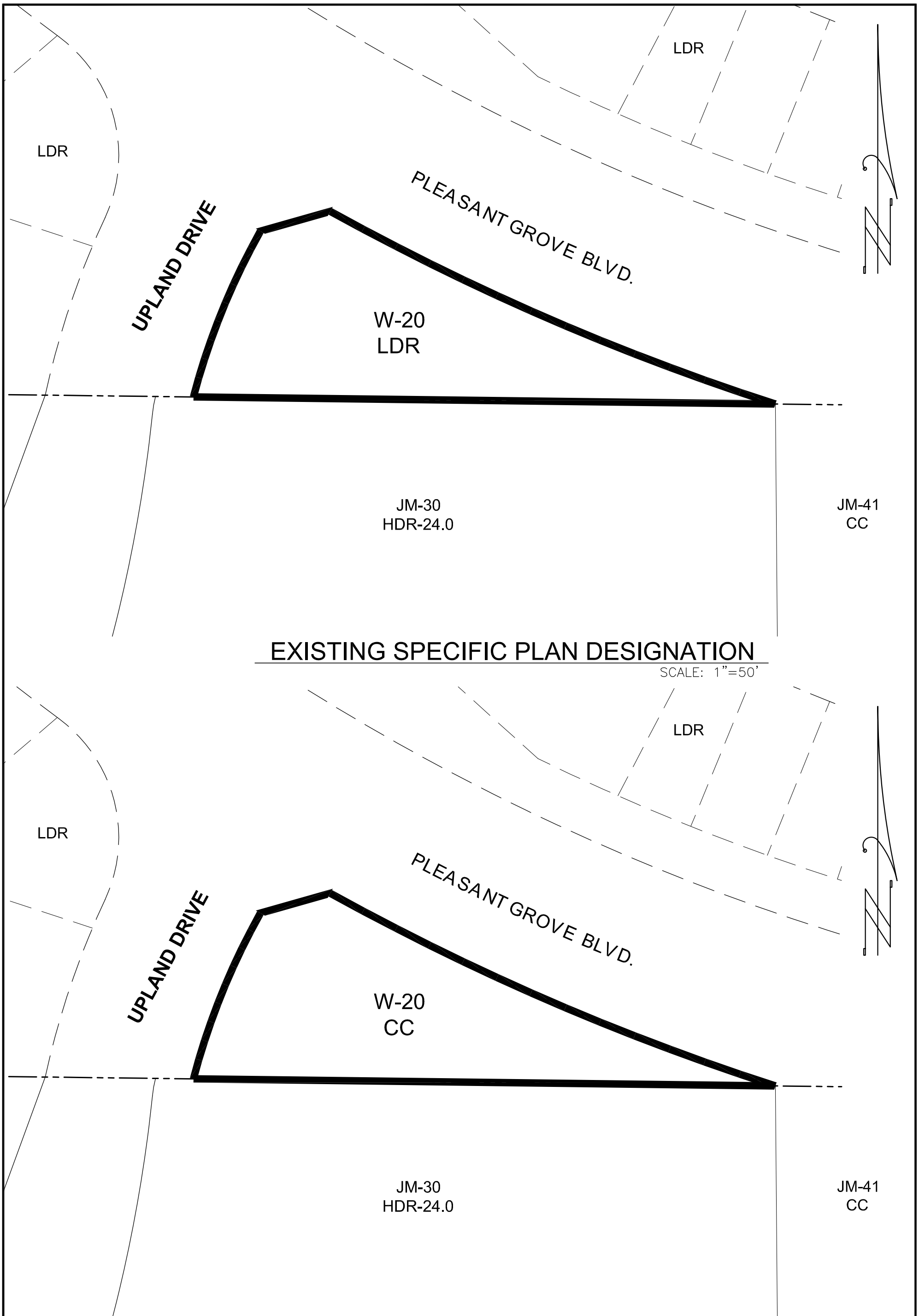
ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CC EXHIBIT D



EXISTING SPECIFIC PLAN DESIGNATION

SCALE: 1"=50'

PROPOSED SPECIFIC PLAN DESIGNATION

SCALE: 1"=50'

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

SCALE: 1"=50'	SPECIFIC PLAN AMENDMENT EXHIBIT
JOB #: 20-03-012	WRSP LOT W-20
DATE: JUNE, 2020	PROJECT #_____
	CITY of ROSEVILLE, CALIFORNIA

Table 4-1: Land Use Summary

General Plan Land Use (Specific Plan Land Use)	Acres	% of Total Acres	Allocated Units	% of Total Units
Residential				
LDR (Residential)	1,375.86	43.49%	6,026	56.87%
LDR (Age Restricted)	146.79	4.64%	704	6.64%
LDR (Pocket Park)	14.18	0.45%	0	0.00%
MDR (Residential)	80.94	2.56%	813	7.67%
MDR (VC-Residential)	54.14	1.71%	454	4.28%
HDR (Residential)	94.98	3.00%	2,212	20.88%
HDR (VC-Residential)	9.39	0.30%	155	1.46%
HDR (VC-Residential / Senior)	12.35	0.39%	232	2.19%
Subtotal	1,788.63	56.54%	10,596	100%
Service and Employment				
CC (Commercial)	49.08	1.55%	0	0.00%
CC (VC-Commercial)	6.38	0.20%	0	0.00%
LI (Light Industrial)	29.96	0.95%	0	0.00%
IND (Industrial)	32.86	1.04%	0	0.00%
Subtotal	117.68	3.72%	0	0.00%
Open Space and Public				
OS (Open Space)	692.56	21.89%	0	0.00%
OS (Paseo)	13.51	0.43%	0	0.00%
PR (Park)	67.33	2.13%	0	0.00%
PR (Fiddyment Park)	95.56	3.02%	0	0.00%
PR (Sports Complex)	74.58	2.36%	0	0.00%
PR (VC-Park)	8.98	0.28%	0	0.00%
PR (VC-Village Green)	3.30	0.10%	0	0.00%
P/QP (Elementary School)	37.75	1.19%	0	0.00%
P/QP (Middle School)	20.28	0.64%	0	0.00%
P/QP (High School)	52.85	1.67%	0	0.00%
P/QP (Fire Station)	2.51	0.08%	0	0.00%
P/QP (Well)	0.54	0.02%	0	0.00%
P/QP (Water Tank)	5.36	0.17%	0	0.00%
P/QP (WWTP)	14.99	0.47%	0	0.00%
P/QP (Substation)	1.55	0.05%	0	0.00%
P/QP (VC-Church)	10.85	0.34%	0	0.00%
ROW (Right of Way)	154.11	4.87%	0	0.00%
Subtotal	1,256.61	39.72%	0	0.00%
Total	**3,163.52**	**100.00%**	**10,596**	**100.00%**

Last updated February 2021

WEST ROSEVILLE LAND USE PLAN

Figure 4-1

	Land Use Designation	Acres
LDR	Age Restricted	136.8
	Pocket Park	14.1
	Residential	1,335.8
MDR	Residential	80.9
	VC-Residential	54.1
HDR	Residential	95.0
	VC-Residential	9.4
	VC-Residential / Senior	12.3
CC	Commercial	48.6
	VC-Commercial	6.4
LI	Light Industrial	55.2
IND	Industrial	30.0
OS	Open Space	691.8
	Paseo	13.7
PR	Fiddyment Park	95.6
	Park	67.3
	Sports Complex	75.4
	VC-Park	9.0
	VC-Village Green	3.3
P/QP	Elementary School	37.6
	Fire Station	2.5
	High School	52.8
	Middle School	20.3
	Substation	1.5
	VC-Church	10.9
	Water Tank	5.4
	Well	0.5
	WWTP	15.0
ROW	Right of Way	1,669.1

*See Land Use By Parcel table for Unit totals

Totals: 3,163.5

Last Updated: February 11, 2021

Parcel	General Plan Land Use (Specific Plan Land Use)	Zoning	Acres	Allocated Units	Density
W-18A	LDR (Residential)	RS/DS	17.60	86	4.9
W-18B	LDR (Residential)	RS/DS	12.62	57	4.5
W-18C	LDR (Residential)	RS/DS	23.09	102	4.4
W-18D	LDR (Residential)	RS/DS	21.50	92	4.3
W-18E	LDR (Residential)	RS/DS	14.2	52	3.7
W-18F	LDR (Residential)	RS/DS	4.54	19	4.2
W-19A	LDR (Residential)	RS/DS	20.32	109	5.4
W-19B	LDR (Residential)	RS/DS	16.61	85	5.1
W-20	CC (Commercial)	CC/SA	0.60		
W-27	HDR (Residential)	R3	7.92	170	21.5
W-30	CC (Commercial)	CC	2.99		
W-50A	PR (Park)	P/R	6.52		
W-50B	PR (Park)	P/R	1.92		
W-50C	PR (Park)	P/R	1.21		
W-50D	PR (Park)	P/R	1.23		
W-50E	PR (Park)	P/R	3.11		
W-51	PR (Park)	P/R	4.69		
W-52	PR (Park)	P/R	7.99		
W-55	PR (Park)	P/R	8.39		
W-60A	PR (Sports Complex)	P/R	25.18		
W-60B	LI (Light Industrial)	M1/SA	29.98		
W-61A	IND (Industrial)	M2/SA	26.86		
W-61B	IND (Industrial)	M2/SA	6.00		
W-70	P/QP (Elementary School)	P/QP	8.50		
W-71	P/QP (WWTP)	P/QP	14.99		
W-73	P/QP (Middle School)	P/QP	20.28		
W-74	P/QP (Water Tank)	P/QP	5.36		
W-75	P/QP (Elementary School)	P/QP	9.91		
W-77	P/QP (Well)	P/QP	0.30		
W-81	OS (Open Space)	OS	268.07		
W-82	OS (Open Space)	OS	5.18		
W-83	OS (Open Space)	OS	78.20		
W-85	OS (Paseo)	OS	1.09		
W-87	OS (Paseo)	OS	2.82		
W-88	OS (Paseo)	OS	1.47		
W-89	OS (Paseo)	OS	1.80		
Westpark Total:			**1,310.33**	**3,787**	
W-21	MDR (VC-Residential)	R3/DS	16.87	138	8.2
W-22	MDR (VC-Residential)	R3/DS	16.61	138	8.3
W-24	MDR (VC-Residential)	R3/DS	12.66	122	9.6
W-25	HDR (VC-Residential / Senior)	R3/DS	12.35	232	18.8
W-26	HDR (VC-Residential)	R3/DS	9.39	154	16.4
W-28	MDR (VC-Residential)	RS/DS	4.0	28	7.0
W-29	MDR (VC-Residential)	RS/DS	4.0	28	7.0
W-32	CC (VC-Commercial)	CC/VC	3.29		
W-33	CC (VC-Commercial)	CC/VC	3.09		
W-53	PR (VC-Park)	P/R	8.98		
W-54	PR (VC-Village Green)	P/R	3.3		
W-72	P/QP (VC-Church)	P/QP/SA-WR	10.85		
Westpark-VC Total			**105.39**	**840**	
ROW (Right of Way)			154.11		
Total:			**3,163.52**	**10,596**	

Notes: Last Updated: February 2021

- A verification study conducted in December of 2006 resulted in minor adjustments to the acreage and number of dwelling units.

- The 156 unit allocation on Parcel F-20 includes 36 units transferred from the City's Reserve Unit Pool, as a Residential Density Bonus for affordable housing, approved by CUP-000049 on December 13, 2007.

Table 4-3: Summary of WRSP Applied Zoning Districts

Land Use	Applied Zoning Districts	Permitted Uses	Development Standards
Residential Uses			
LDR – Low Density Residential	R1/DS, RS/DS	Per Zoning Ordinance	Modified by WRSP[1]
MDR – Medium Density Residential	RS/DS, R3/DS	Per Zoning Ordinance	Modified by WRSP[1]
HDR – High Density Residential	R3, R3/DS	Per Zoning Ordinance	Per Zoning Ordinance
Service and Employment Uses			
VC – Village Center	See Section 10	Modified by WRSP[2]	Modified by WRSP[2]
CC – Community Commercial	CC, CC/SA[3]	Per Zoning Ordinance	Per Zoning Ordinance
LI – Light Industrial	M1/SA-WR	Modified by WRSP[4]	Per Zoning Ordinance
IND – General Industrial	M2/SA-WR	Modified by WRSP[4]	Per Zoning Ordinance
Open Space and Public Uses			
OS – Open Space	OS	Per Zoning Ordinance	Per Zoning Ordinance
P/R – Parks & Recreation	P/R	Per Zoning Ordinance	Per Zoning Ordinance
P/QP – Public/Quasi-Public	P/QP	Per Zoning Ordinance	Per Zoning Ordinance

Notes:
1. Section 4.2.
2. Village Center Plan (Section 10).
3. CC/SA Modified by WRSP Section 4.2, Table 4-6.
4. Section 4.2, Table 4-7.

Community Commercial (CC)	
Typical FAR:	**20 to 40%**
Applied Zoning Districts:	**CC – Community Commercial** **CC/SA – Community Commercial/Special Area Overlay**
Description:	Community Commercial (CC) land use accommodates a mix of retail and service uses to meet the needs of the surrounding community. Organized in a series of Service Nodes, the CC land uses are located along major circulation routes, and are intended to be both pedestrian and auto oriented. In most cases, CC uses have been located adjacent to or nearby to HDR uses. While the permitted uses for each CC parcel are the same, except for Parcel W-20 which has a Special Area (SA) overlay, the size, configuration and location of each will impact the ultimate character and mix of uses: ● **Parcel F-6D** provides an opportunity for a smaller neighborhood center near higher intensity land uses such as HDR, MDR, and the School and Park. ● **Parcel F-30** is sized to accommodate a smaller neighborhood retail center and is adjacent to, and may orient upon, the adjacent open space preserve; ● **Parcel F-31** is of a typical size and configuration to accommodate a conventional community/neighborhood retail center, and provides opportunities to connect to adjacent HDR uses; ● **Parcels F-32 and F-33** are two adjacent smaller CC parcels located next to HDR uses. These parcels provide the opportunity to create less intense local serving neighborhood centers; ● **Parcels F-34** is of medium size and provides the opportunity to include uses and designs that complement, orient toward and connect to the adjacent Regional Sports Park.; ● **Parcel F-35** is a smaller-sized parcel adjacent to CC uses; ● **Parcel F-81** is a small-sized parcel that provides an opportunity for neighborhood or community serving use near Villages F-14, and F-15; ● **Parcel W-30** is a smaller-sized parcel and provides opportunity to connect to adjacent HDR and City Edge open space; ● **Parcel W-20** is a smaller-sized parcel that has a SA overlay to ensure compatibility with surrounding residential uses.
Permitted Uses:	As specified in the City of Roseville Zoning Ordinance. For Parcel W-20, the Special Area (SA) overlay has been applied to modify WRSP CC permitted, conditionally permitted, and administratively permitted uses to ensure compatibility with the adjacent residential uses. The revised use table for the CC/SA-WR zone is included as Table 4-6.
Development Standards:	As specified in the City of Roseville Zoning Ordinance. Within the Village Center, additional development standards apply to CC (see Section 10, Village Center Plan)

Table 4-6: CC/SA-WR Permitted Uses for Parcel W-20

AGRICULTURAL AND OPEN SPACE USE TYPES	CC/SA-WR
Resource Protection & Restoration	-
Resource Related Restoration	-

CIVIC USE TYPES		CC/SA-WR
Community Assembly		-
Community Service		-
Essential Services		P
Hospital Services		
	General Hospital Services	-
	Psychiatric Hospital Services	-
Libraries & Museums, Private		CUP
Public Parking Services		-
Schools		
	College & University	CUP
	Elementary & Secondary	-
	Private Elementary & Secondary	-
Social Services		
	Emergency Shelter	-
	Food Distribution	-
	Food Service	
Power Generating Facilities		
	Emergency	-
	Supplemental/Individual Use	
	Passive Power	-
RESIDENTIAL USE TYPES		**CC/SA-WR**
Caretaker/Employee Housing		-
Dwelling		
	Multi-Family	CUP
	Single-Family	-
	Two-Family	-
Family Day Care Home, Small		-
Family Day Care Home, Large		-
Single Room Occupant		-
COMMERCIAL USE TYPES		**CC/SA-WR**
Adult Business Establishments		-
Animal Sales & Services		
	Grooming & Pet Stores	P
	Kennels	-
	Veterinary Clinics	P
	Veterinary Hospital	-
Automotive & Equipment		
	Automotive Rentals	-
	Automotive Repairs	-
	Automotive Sales	-
	Car Wash and Detailing	-
	Commercial Parking	-
	Heavy Equipment Rental, Repair and Sales	-
	Equipment Repair	-
	Gasoline Sales	-
Banks & Financial Services (1)		P
Bars & Drinking Places		-
Broadcasting and Recording Studios		-
Building Materials Stores		-
Business Support Services		P

COMMERCIAL USE TYPES (cont.)		CC/SA-WR
Commercial Recreation		
	Amusement Center	P
	Indoor Entertainment	P
	Indoor Sports and Recreation	P
	Outdoor Entertainment	-
	Outdoor Sports and Recreation	-
	Large Amusement Complexes	-
Community Care Facility		P
Day Care Center		P
Eating and Drinking Establishment		
	Fast Food with Drive Through	CUP
	Convenience	P
	Full Service	P
Food & Beverage Retail Sales (2)		P
Funeral & Internment Services		-
Lodging Services		-
Long Term Care Facility		-
Maintenance and Repair		P
Medical Services		
	General	P
	Substance Abuse Treatment Clinic	-
Neighborhood Commercial		-
Nightclubs		-
Nursery, Retail		-
Offices, Professional (1)		P
Personal Services (3)		P
Retail Sales and Services (1) (4)		P
Specialized Education & Training		
	Vocational Schools	CUP
	Specialty Schools	CUP
Storage, Personal Storage Facility		-

INDUSTRIAL USE TYPES	CC/SA-WR
Laundries, Commercial	-
Printing & Publishing	-
Research Services	-
Wholesale & Distribution, Light	-

TRANSPORTATION AND COMMUNICATION USE TYPES	CC/SA-WR
Heliport	-
Intermodal Facilities	-
Telecommunications Facilities	-

All highlighted uses have been modified by the WRSP SA Overlay.

(P) Principally Permitted
(CUP) Permitted through approval of a Conditional Use Permit
(A) Administratively Permitted
(-) Not Permitted

Notes:

(1) Cash advance and bail bonds are not permitted uses within the Banks and Financial Services, Professional Office and Retail Sales and Services use types.
(2) Liquor stores are not permitted uses within the Food and Beverage Retail Sales use type.
(3) Tattoo shops and body piercing shops are not permitted uses within the Personal Services use type.
(4) Smoke shops, hookah lounges and smoking lounges are not permitted uses within the Retail Sales and Services use type.

Light Industrial (LI) & General Industrial (IND)	
Typical FAR:	**20 to 50%**
Applied Zoning Districts:	**MI/SA-WR – Light Industrial/Special Area Overlay** **M2/SA-WR – General Industrial/Special Area Overlay**
Description:	Light Industrial (LI) and General Industrial (IND) uses form an Employment District adjacent to the Pleasant Grove Wastewater Treatment Plant (PGWWTP). In addition to providing employment opportunities, these uses ensure compatibility with the PGWWTP 1000-foot non-residential buffer. Light Industrial land use accommodates manufacturing, processing, assembly, high technology, research and development, storage and other uses that are compatible operating in relatively close proximity to commercial and residential uses. General Industrial allows a broader and more intense variety of uses that typically need to be buffered from more sensitive uses.
Permitted Uses:	The Special Area (SA) overlay has been applied to all WRSP Light and General Industrial zones. The SA overlay modifies WRSP M1 and M2 permitted, conditionally permitted and administratively permitted uses to ensure compatibility with the PGWWTP and other area uses. Uses have been restricted to limit those use types with the highest potential for conflict with the daily operations of the WWTP. The revised use table for the MI/SA-WR and M2/SA-WR zones is included as Table 4-7.
Development Standards:	As Specified in the City of Roseville Zoning Ordinance.
Air Quality:	At the time industrial users are proposed in the WRSP, the individual users will be required to obtain a Permit to Operate from the Placer County Air Pollution District. If the District determines that the operation may exceed toxic air contaminant thresholds, air quality modeling and/or additional environmental review may be required to ensure that measures are incorporated into the project that reduce emissions to a less than significant level.

Table 4-7: M1/SA-WR and M2/SA-WR Permitted Uses

AGRICULTURAL AND OPEN SPACE USE TYPES	M1/SA-WR	M2/SA-WR
Agricultural	P	P
Resource Protection and Restoration	P	P

CIVIC USE TYPES	M1/SA-WR	M2/SA-WR
Community Assembly	CUP	CUP
Community Service	P	P
Essential Services	P	P
Intensive Public Facilities	-	CUP
Public Parking Services	P	P
Schools, Private Elementary and Secondary	-	-
Social Services Food Distribution	A/CUP (2)	A/CUP (2)
Food Service	A/CUP (3)	A/CUP (3)
Temporary Resident Shelter	-	-

RESIDENTIAL USE TYPES	M1/SA-WR	M2/SA-WR
Caretaker/Employee Housing	-	-
Congregate Residence	-	-

COMMERCIAL USE TYPES		M1/SA-WR	M2/SA-WR
Adult Business Establishment		CUP	CUP
Animal Sales and Services			
	Kennels	P	P
	Veterinary Clinics	P	P
	Veterinary Hospital	P	P
Automotive and Equipment			
	Automotive Rental	CUP	-
	Automotive Repairs	P	CUP
	Automotive Sales	-	-
	Car Wash and Detailing	P	CUP
	Commercial Parking	P	P
	Heavy Equipment Rental, Repair and Sales	P	P
	Gasoline Sales	P	P
	Impound Yards	CUP	P
Broadcasting and Recording Studios		P	P
Building Materials Stores		P	P
Business Support Services		P	CUP
Commercial Recreation			
	Indoor Entertainment	CUP	CUP
	Indoor Sports and Recreation	P	P
	Outdoor Entertainment	CUP	CUP
	Outdoor Sports and Recreation	P	P
	Large Amusement Complexes	CUP	CUP
Eating and Drinking Establishment, Convenience		**CUP**	**CUP**
Maintenance and Repair		CUP	CUP
Medical			
	Substance Abuse Treatment Clinic	CUP	CUP

ORDINANCE NO.

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the rezone specified herein, and makes the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is in conformance with the public interest, health, safety, or welfare of the City; and

2. The rezone is consistent with the objectives, policies, programs, and land use designations of the City of Roseville General Plan and the West Roseville Specific Plan.

SECTION 2. That Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property located on Parcel W-20 of the West Roseville Specific Plan in the City of Roseville, as shown and so designated in Exhibit F, attached and incorporated herein by reference, is hereby rezoned from Single-Family Residential/Development Standards (R1/DS) to Community Commercial/Special Area (CC/SA).

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 byposting.

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:

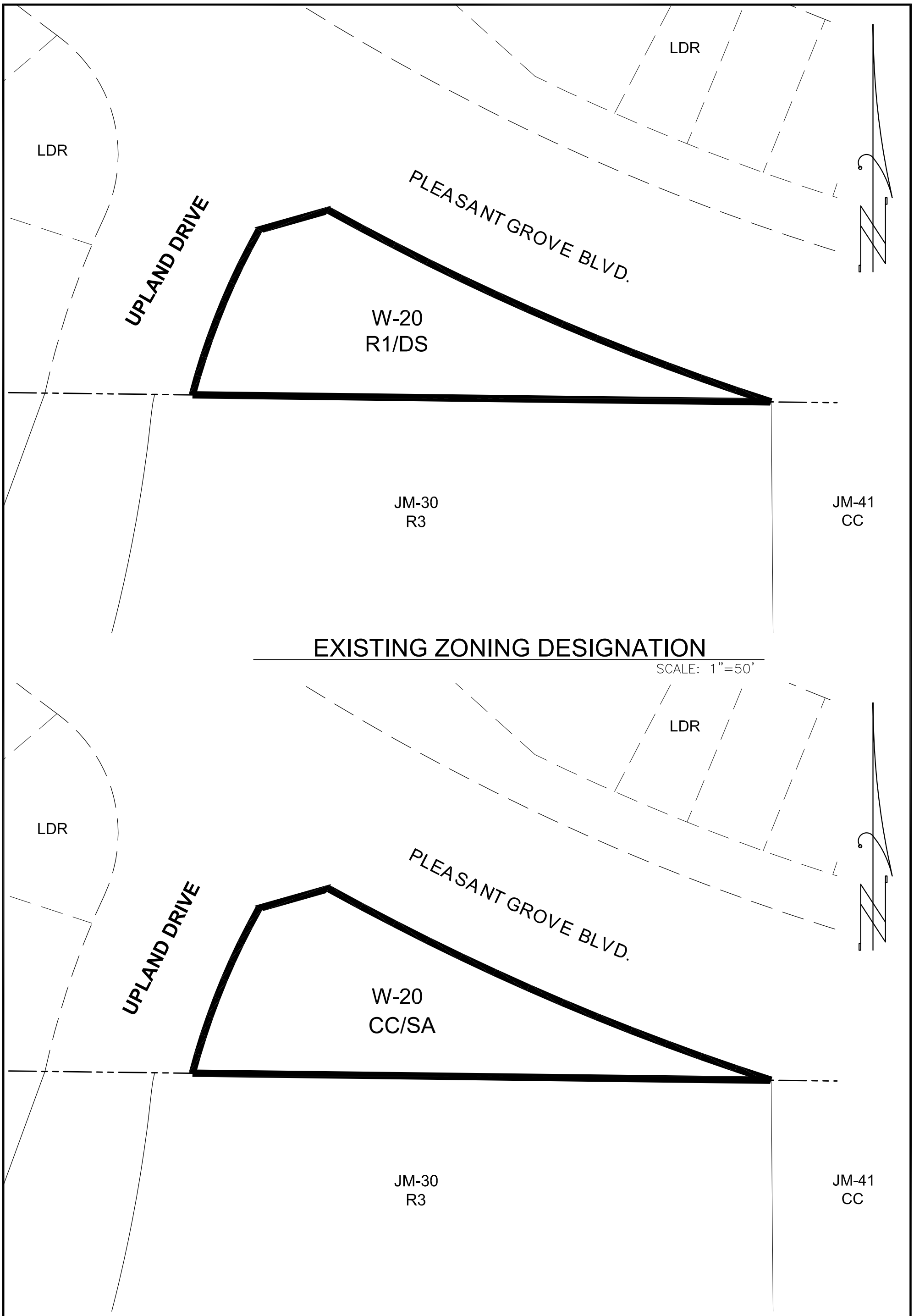
ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CC EXHIBIT F



EXISTING ZONING DESIGNATION

SCALE: 1"=50'

PROPOSED ZONING DESIGNATION

SCALE: 1"=50'

BAKER-WILLIAMS ENGINEERING GROUP Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services 6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608 (916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com	SCALE: 1"=50' JOB #: 20-03-012 DATE: JUNE, 2020	REZONE EXHIBIT WRSP LOT W-20 PROJECT #_____ CITY of ROSEVILLE, CALIFORNIA

ORDINANCE NO.

ADOPTING A NINTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC AS ASSIGNEE OF VC ROSEVILLE, LLC 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 enter into a Ninth Amendment of the Development Agreement by and between the City of Roseville and Mourier Investments, LLC as assignee of VC Roseville, LLC, pertaining to property located within the West Roseville Specific Plan area.

SECTION 2. Prior to considering the proposed Ninth Amendment to Development Agreement, the City Council considered and adopted the WRSP PCL W-20 – Coffee Shack Mitigated Negative Declaration and the associated Mitigation Monitoring and Reporting Program, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Ninth Amendment to Development Agreement, and makes the following findings:

1. The Ninth Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the West Roseville Specific Plan;

2. The Ninth Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;

3. The Ninth Amendment to the Development Agreement is in conformance with the public health, safety and welfare;

4. The Ninth Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and

5. The provisions of the Ninth Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Ninth Amendment to Development Agreement, by and between the City of Roseville and Mourier Investments, LLC as assignee of VC Roseville, LLC, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

NINTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC AS ASSIGNEE OF VC ROSEVILLE, LLC RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN

This Ninth Amendment of Development Agreement ("Ninth Amendment") is entered into this ____ day of _____, 2021, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and Mourier Investments, LLC, a California limited liability company ("Landowner") pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Landowner'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 West Roseville, LLC ("West Roseville") 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, West Roseville and KB Home Sacramento, Inc., and Meritage Homes of California, Inc., PL Roseville'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 West Roseville 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., PL Roseville'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. On May 4, 2016, City and West Roseville entered into the Seventh Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on May 11, 2016, as Document No. 2016- 0035987-00.

K. On October 20, 2017, City and VC Roseville entered into the Eighth Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on October 20, 2017, as Document No. 2017- 0082175-00.

L. PL Roseville assigned a portion of its interest in the Property to Landowner pursuant to that certain Assignment and Assumption Agreement Relative to the West Roseville Specific Plan Development Agreement dated as of February 19, 2021, and recorded February 22, 2021, as Document No. 2021-0024790-00, in the Official Records of Placer County, California.

M. This Ninth Amendment to the Development Agreement (the "Ninth Amendment") affects certain portions of the Property (the "Ninth Amendment Property"), as described in Exhibit "A" and Exhibit "B" attached to this Ninth Amendment, and shall run with the land described in Exhibits "A" and "B" hereto. Landowner and City intend for this Ninth Amendment to document certain land use designation changes and unit transfers within the Plan Area.

N. This Ninth 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 summary table of Section 2.2 ("Vested Entitlements") of the Development Agreement is hereby amended as follows:

Low Density Residential	2,662 units on 595.9 Net Acres
Low Density Residential (age restricted)	704 units on 146.9 Net Acres
Medium Density Residential	0 units on 0 Net Acres
High Density Residential	420 units on 20.1 Net Acres
Community Commercial	3.6 Net Acres
General Industrial	32.9 Net Acres
Light Industrial	55.2 Net Acres
Open Space	350.8 Net Acres
Open Space (paseo)	7.7 Net Acres
Schools	38.7 Net Acres
Treatment Plant Expansion	15.0 Net Acres
Water Tank Sites	5.4 Net Acres
Well Sites	0.6 Net Acres
Other Public (right-of-way)	138.5 Net Acres
<u>Village Center</u>	
High Density Residential	386 units on 21.8 Net Acres
Medium Density Residential	387 units on 46.1 Net Acres
Community Commercial	40 units on 14.5 Net Acres
Park	13.8 Net Acres
Church	10.8 Net Acres
Other Public (right-of-way)	13.1 Net Acres

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Ninth Amendment is consistent with the General Plan and the West Roseville Specific Plan.

3. AMENDMENT LIMITED TO NINTH AMENDMENT PROPERTY. This Ninth Amendment is limited to and applies only to development of the Ninth Amendment Property and does not affect or apply in any manner with respect to the development of any other property within the West Roseville Specific Plan Area, including without limitation, any other portion of the Property.

4. AMENDMENT. This Ninth Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby with respect to the Ninth Amendment Property, the Development Agreement remains in full force and effect.

5. FORM OF AMENDMENT. This Ninth Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Ninth Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2021.

CITY OF ROSEVILLE,
a municipal corporation

By:_____
Dominick Casey
City Manager

ATTEST:

By:_____
Sonia Orozco
City Clerk

APPROVED AS TO FORM;

By:_____
Robert R. Schmitt
City Attorney

MOURIER INVESTMENTS, LLC, a
California limited liability company

By:_____
John L. Mourier, III
Managing Member

APPROVED AS TO SUBSTANCE:

By: _____

Mike Isom
Development Services Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On March 1, 2021 before me, Karen Headley, a notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared John L. Mourier III
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KAREN HEADLEY
Notary Public - California
Placer County
Commission # 2258771
My Comm. Expires Oct 16, 2022

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT A

LEGAL DESCRIPTION OF NINTH AMENDMENT PROPERTY

All that real property situate in the City of Roseville, County of Placer, State of California located in Section 25, Township 11 North, Range 5 East, M.D.M. and being all of Lot 15 as said Lot is shown on that Large Lot Subdivision Map entitled "Westpark~Phase 1", filed for record in the office of the Recorder of said County on October 21, 2004 in Book 'AA' of Maps, at Page 4, Official Records of Placer County.

EXHIBIT B

DEPICTION OF NINTH AMENDMENT PROPERTY