



AGENDA

November 6, 2024

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

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.

Levine Act Provisions - The Levine Act requires a Party (or its agent (s)) to a Proceeding before the City of Roseville that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to City elected or appointed officers (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than \$250 within the 12 months before the City decision.

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

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

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **MEETING PROCEDURES**
5. **PRESENTATIONS**

5.1. Resolution - Boy Scout Troop 11 100th Anniversary

Commend the Boy Scout Troop 11 on celebrating their 100th anniversary and extend best wishes for continued success in the future.

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

5.2. Proclamation - Global Entrepreneurship Week November 18-24, 2024

Proclaim November 18-24, 2024 as Global Entrepreneurship Week and encourage the community to support our local entrepreneurs and small business innovators by recognizing the value they bring to our community.

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

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

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meeting

Memo from City Clerk Technician Melissa Lipp and City Clerk Carmen Avalos recommending the City Council approve the minutes of the October 16, 2024 City Council Meeting.

CC #: 3609

File #: 0102-03

CONTACT: Melissa Lipp 916-774-5268 mllipp@roseville.ca.us

Bids / Purchases / Services

7.2. Maidu Community Center Roof Replacement Project (RFQ 10-3396) - Reject All Bids

Memo from Buyer Tiffany Valdez and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 24-366 REJECTING ALL BIDS FOR THE MAIDU COMMUNITY CENTER ROOF REPLACEMENT PROJECT. Staff requests Council approve a request to reject all bids received for Request for Quotes (RFQ) 10-3396 for the materials and labor to repair and/or replace the designated roof areas at the Maidu Community Center located at 1550 Maidu Dr., Roseville, CA 95661. The bid amounts are over the Facility Rehabilitation Project's available

budget. Staff plans to revise the specifications and issue a new RFQ at a future date. There is no fiscal impact at this time since there will be no award.

CC #: 3605

File #: 0203-21

CONTACT: Tiffany Valdez 916-746-1109 tvaldez@roseville.ca.us

7.3. 405 Vernon Elevator Upgrade (RFQ 10-3394) – Contract Purchase Agreement

Memo from Buyer Tiffany Valdez and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 24-369 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SPECIALIZED ELEVATOR SERVICES, LLC DBA ELEVATOR INDUSTRIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3004220). Staff requests Council approve a contract purchase agreement with Specialized Elevator Services LLC dba Elevator Industries as the lowest responsive and responsible bidder for Request for Quotations No. 10-3394 for the 405 Vernon Elevator Upgrade. The cost of the agreement is \$100,885. Additionally, staff recommends authorizing the Public Works Director or designee to approve change order requests for this project up to ten percent 10% or \$10,088.50 as a construction contingency, for a total of \$110,973.50. Funding is included in the FY2024-25 Parking Garage Elevator Rehabilitation Project budget in the General Fund.

CC #: 3612

File #: 0203-04

CONTACT: Tiffany Valdez 916-746-1109 tvaldez@roseville.ca.us

7.4. Refuse Bins and Parts (RFQ 10-3384) - Purchase Order Increase

Memo from Buyer Sue Jessup and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council authorize an amendment for purchase orders with Wastequip, LLC dba Confab Manufacturing Company, LLC increasing the FY2024-25 spending authority from \$200,000 to \$300,000. The Environmental Utilities Department has identified a need in response to the growth of multi-family housing and commercial businesses throughout the City. The estimated total annual cost is \$300,000 for FY2024-25. The original estimates for the optional renewal years will remain unchanged. Funding is included in the FY2024-25 budgets for the Waste Services Capital Purchase Fund and Waste Services Rehabilitation Fund.

CC #: 3614

File #: 0203-04

CONTACT: Sue Jessup 916-746-1107 sjessup@roseville.ca.us

7.5. Historical Data Repository Licensing and Support - Purchase Order

Memo from Administrative Technician Audrey Ficker and Environmental Utilities Director Richard Plecker recommending the City Council approve a purchase order with Mythics, LLC dba Mythics VIII, LLC utilizing OMNIA Partners Cooperative Contract No. R190801 for the purchase of Oracle licensing and

support services for the Supervisory Control and Data Acquisition network's Historical Data Repository of the Environmental Utilities Department. The total for the purchase order is \$119,737.43. Funding will be provided from the Environmental Utilities Department's annual operating budgets in the Water and Wastewater Operations Funds.

CC #: 3611

File #: 0203-09

CONTACT: Audrey Ficker 916-746-1865 agficker@roseville.ca.us

Resolutions

7.6. Sacramento Suburban Water District - Mutual Aid and Assistance Agreement and Cost Sharing, Ownership, Operation and Maintenance of Interties Agreement

Memo from Water Utility Manager George Hanson and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 24-375 APPROVING A MUTUAL AID AND ASSISTANCE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SACRAMENTO SUBURBAN WATER DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 24-376 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SACRAMENTO SUBURBAN WATER DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a Mutual Aid and Assistance Agreement and a Cost Sharing, Ownership, Operation and Maintenance of Interties Agreement with Sacramento Suburban Water District (SSWD). This does not result in any fiscal impact. In the event of an emergency, costs of materials, staff, and water that SSWD provides would be paid from the Water Operations Fund, which would require a separate Council action.

CC #: 3620

File #: 0800-02

CONTACT: George Hanson 916-746-1764 ghanson@roseville.ca.us

7.7. Construction Paving Services – On-Call Construction Services Agreement

Memo from Senior Engineer Inderpreet Chaggar and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 24-368 APPROVING AN ON-CALL CONSTRUCTION SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND B&M BUILDERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of an On-Call Construction Services Agreement with a not-to-exceed cost for the services of \$500,000 per year, for up to three years. These projects may be funded from the Environmental Utilities Department's rehabilitation program, operating budgets, or capital improvement program, at no cost to the General Fund.

CC #: 3610

File #: 0800-02

CONTACT: Inderpreet K Chaggar 916-774-5553 ikchaggar@roseville.ca.us

7.8. Western Area Power Administration – Confidentiality and Non-Disclosure Agreement Amendment

Memo from Electric Resource Planner Brian Schinstock and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 24-380 APPROVING AMENDMENT 2 TO WESTERN AREA POWER ADMINISTRATION CONTRACT 12-SNR-01632, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval to execute the second amendment to the Confidentiality and Non-Disclosure Agreement with the Western Area Power Administration which protects certain non-public, confidential business sensitive information, or critical energy infrastructure information. This amendment extends the term from December 2024 to December 2028 and updates the designated coordinators to current staff members. There is no fiscal impact associated with the amendment.

CC #: 3626

File #: 0800-03

CONTACT: Brian Schinstock 916-746-1658 bschinstock@roseville.ca.us

7.9. Environmental Energy Products - Brokerage Enabling Agreements

Memo from Electric Resource Planner Glenn Hoffman and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 24-382 APPROVING A BROKERAGE ENABLING AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND AMEREX BROKERS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 24-383 APPROVING A BROKERAGE ENABLING AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND STX COMMODITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 24-384 APPROVING A BROKERAGE ENABLING AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND EQUUS ENERGY GROUP, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve brokerage agreements for environmental energy products with Amerex Brokers, LLC, STX Commodities, LLC, and Equus Energy Group, LLC. There is no fiscal impact associated with these agreements.

CC #: 3630

File #: 0800-03

CONTACT: Glenn Hoffman 916-746-1670 ghoffman@roseville.ca.us

7.10. Energy Risk Management Policies Update

Memo from Electric Resource Planner Glenn Hoffman and Electric Utility Director Daniel Beans recommending the City Council adopt RESOLUTION NO. 24-367 REAFFIRMING THE ENERGY HEDGE POLICY AND ADOPTING THE ELECTRIC UTILITY RISK MANAGEMENT POLICY,

THE ENERGY CREDIT RISK POLICY, AND THE ENERGY TRADING AUTHORITY POLICY. Staff requests Council approve a resolution to approve updates to the Electric Utility Risk Management Policy, Energy Credit Risk Policy, and Energy Trading Authority Policy, while reaffirming the Energy Hedge Policy as required every two years by Roseville's internal risk policy. There is no fiscal impact associated with these policy changes.

CC #: 3606

File #: 0800-03

CONTACT: Glenn Hoffman 916-746-1670 ghoffman@roseville.ca.us

7.11. Roseville Electric - Generation - Owner's Engineer Services - On-Call Professional Design Services Agreement Amendment

Memo from Power Generation Superintendent Nathan Ribordy and Electric Utility Director Dan Beans recommending City Council adopt RESOLUTION NO. 24-370 APPROVING A FIRST AMENDMENT TO ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND INTEGRATED ENGINEERS AND CONTRACTORS CORPORATION (DBA IEC CORPORATION), AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of an amendment to the on-call professional design services agreement with Integrated Engineers and Contractors Corporation dba IEC Corporation for engineering support services at Roseville's power plants. Staff requests an additional \$750,000 in spending authority, bringing the total not-to-exceed cost to \$2,000,000 over the five-year period. Funding for the current year of the agreement is included in the Electric Department's FY2024-25 budget in the Electric Fund. Future year spending is subject to approval of future year budgets.

CC #: 3615

File #: 0800-03

CONTACT: Nathan Ribordy 916-746-1673 nrribordy@roseville.ca.us

7.12. Transmission Planning Services - Master Professional Services Agreement and Data Exchange Agreement

Memo from Sr. Power Engineer Ozro Corulli and Electric Utility Director Daniel Beans recommending the City Council adopt RESOLUTION NO. 24-371 APPROVING A MASTER PROFESSIONAL SERVICES AGREEMENT AND DATA EXCHANGE AGREEMENT, BY AND BETWEEN THE SACRAMENTO MUNICIPAL UTILITY DISTRICT AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a Master Professional Services Agreement and Data Sharing Agreement with the Sacramento Municipal Utility District to perform transmission planning services with an annual not-to-exceed amount of \$95,000. Funds are available in the Electric Department's FY2024-25 budget in the Electric Fund. Future funding will be included in the respective years' budget requests and contingent on City Council approval.

CC #: 3616

File #: 0800-03

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

7.13. Infill Parcel 188 (300 N Sunrise Ave.) - Summary Vacation of Public Utility Easement

Memo from Associate Planner Kinarik Shallow and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 24-365 ORDERING SUMMARY VACATION OF A PORTION OF A PUBLIC UTILITY EASEMENT AT 300 N. SUNRISE AVENUE. Staff requests Council approval of the summary vacation for a 10-foot-wide portion of a Public Utility Easement for a Quick Quack Car Wash project at 300 N. Sunrise Avenue. There will be no fiscal impact to the City.

CC #: 3604

File #: 0800-06

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

7.14. 2024-25 State and Local Cybersecurity Grant Program - Grant Application

Memo from Information Security Administrator Cesar Gamez and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 24-377 APPROVING A GRANT APPLICATION TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES STATE AND LOCAL PROJECTS UNIT FOR THE 2024-25 STATE AND LOCAL CYBERSECURITY GRANT - LOCAL AND TRIBAL, AND AUTHORIZING THE CHIEF INFORMATION OFFICER OR HIS DESIGNEE TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests that the Council approve an application for the 2024-25 State and Local Cybersecurity Grant for \$250,000 and, if awarded the grant, to execute any required grant agreements and other relevant documents to comply with all grant terms and conditions. Staff also requests authorization to apply for this grant two additional times when additional funds become available. The grant funds would be used to improve the City's capabilities to detect and mitigate cybersecurity weaknesses and threats, reducing risks and strengthening the City's cybersecurity posture. If awarded the grant, the Information Technology Department will utilize approximately \$48,000 of existing staff resources to implement the award.

CC #: 3621

File #: 0800-05 & 0214

CONTACT: Cesar Gamez 916-774-5408 pcgamez@roseville.ca.us

7.15. Creekview Phase 4 Village 20 - Notice of Completion

Memo from Construction Inspector Pablo Macias and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 24-362 ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW - PHASE 4 - VILLAGE 20 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. Staff requests Council approval accepting Creekview Phase 4 Village 20, CWJ# 190910 as complete and authorizing the City Engineer to execute the Notice of Completion. 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 #: 3601

File #: 0400-04-13-1

CONTACT: Pablo Macias 916 751-9196 pmacias@roseville.ca.us

7.16. Consolidation of the Parks & Recreation Commission, Library Board, and Senior Commission

Memo from Deputy City Attorney My Tien Doan and Parks, Recreation & Libraries Director Jill Geller recommending that the City Council approve the consolidation of the Parks & Recreation Commission, Library Board, and Senior Commission into a single Parks, Recreation & Libraries Commission effective January 1, 2027, and recommending any appointments made to these three Boards/Commissions between now and January 1, 2027 shall be for a term ending December 31, 2026.

CC #: 3613

File #: 0103-05-02 & 0103-04-02 & 0103-12-02

CONTACT: Jill Geller 916-774-5249 jageller@roseville.ca.us

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

7.17. Roseville Venture Lab - Program Agreement Amendment and Budget Adjustment

Memo from Economic Development Project Manager Wayne Wiley and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-374 APPROVING A FIRST AMENDMENT TO THE PROGRAM AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GROWTH FACTORY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6882 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment for \$21,907 from the American Rescue Plan Act (ARPA) revenue replacement funds in the Federal Stimulus Reserve - ARPA Fund to the Roseville Venture Lab Multi-Year Project to cover the costs associated with the creation of additional entrepreneurial programming focused on the creative economy and a resolution authorizing the City Manager to execute the First Amendment to the Roseville Venture Lab Program Agreement.

CC #: 3619

File #: 1006-01 & 0201-01

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

7.18.State of California Office of Traffic Safety, Selective Traffic Enforcement Program - Non-Capital Project Approval, Grant Award, and Budget Adjustment

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 24-381 ACCEPTING A GRANT AWARD FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY, SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP); and adopt ORDINANCE NO. 6884 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council accept a grant award from the California Office of Traffic Safety and adopt an ordinance to approve a budget adjustment appropriating \$150,000 in the Grants Fund. The grant will fund education, enforcement, and outreach related to traffic safety.

CC #: 3627

File #: 0214 & 0201-01

CONTACT: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us
Courtney Scurria 916-774-5079 cscurria@roseville.ca.us
Chris Ciampa 916-774-5088 cciampa@roseville.ca.us

7.19.Dry Creek Greenway East Trail Phase 1 - Budget Adjustment

Memo from Associate Transportation Planner Susan Engelke and Public Works Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6881 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment in the amount of \$264,242 for the Dry Creek Greenway East Trail Phase 1 in the Transportation Fund. This budget is needed to reflect the updated Federal Congestion Mitigation Air Quality award. The existing project budget is \$34,799,239 and the revised budget will be \$35,063,481. There is no impact to the General Fund.

CC #: 3618

File #: 0721 & 0201-01

CONTACT: Suzanne Engelke 916-746-1289 sengelke@roseville.ca.us

Reports / Requests

7.20.Sierra Vista - Estia - Parcel Map

Memo from Assistant Engineer Robert Medina and Development Services Director Mike Isom recommending the City Council approve the Sierra Vista - Estia parcel map. Engineering has completed its review of the parcel map and found that it is in compliance with the approved tentative map. This map will create three parcels for future development and one open space parcel. The actions requested have no fiscal impact to the City's General Fund.

CC #: 3607

File #: 0400-04-12-1

CONTACT: Robert Medina 916-774-5517 rmedina@roseville.ca.us

Ceremonial Documents

7.21. Resolution - Lisa Hogan

Commend Lisa Hogan for her 22 years of outstanding service and dedication to the City of Roseville, congratulate her on her many accomplishments, and wish her a long, healthy, and enjoyable retirement.

CC #: 3629

File #: 0102-10

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

7.22. Resolution - Stephanie Taylor

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

CC #: 3623

File #: 0102-10

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

7.23. Resolution - Natasha Martin

Commend Natasha Martin for her 13 years of outstanding service and dedication to the City of Roseville, congratulate her on her many accomplishments, and wish her a long, healthy, and enjoyable retirement.

CC #: 3625

File #: 0102-10

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

END OF CONSENT CALENDAR

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Council Discretionary Funds - Kaseberg Elementary

Memo from Executive Assistant Heather Blanco and City Clerk Carmen Avalos requesting the City Council consider a request for a donation in any amount from Council Discretionary Funds for Kaseberg Elementary School to celebrate and honor the huge accomplishment of achieving the 2024 National Blue Ribbon award which, in the over 40-year history of this award, only four schools in Placer County have earned this distinction. There is no fiscal impact to the City's General Fund.

CC #: 3600

File #: 0102

CONTACT: Heather Blanco 916-746-1171 hblanco@roseville.ca.us

8.2. Council Discretionary Funds - Roseville Joint Union High School District

Memo from Executive Assistant Heather Blanco and City Clerk Carmen Avalos recommending the City Council consider a request for \$3,000 from Council Discretionary Funds for Roseville Joint Union High School District for the Local Scholarship Program. The district would use the funds to award \$1,000 each to three Class of 2025 students in May of 2025. There is no fiscal impact to the City's General Fund.

CC #: 3608

File #: 0102-16

CONTACT: Heather Blanco 916-746-1171 hblanco@roseville.ca.us

9. RESOLUTIONS

9.1. 2024 Prohousing Incentive Pilot Program - Application for Funding

Memo from Housing Analyst Sara Thornton-Garcia and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-361 AUTHORIZING APPLICATION FOR, AND RECEIPT OF, PROHOUSING INCENTIVE PILOT PROGRAM FUNDS. Staff requests Council approve an application to the State of California Housing and Community Development Department for the Prohousing Incentive Program (PIP) in the amount of \$1,210,000 to assist with affordable housing development and to execute the necessary application, standard agreement and relevant documents for the PIP grant program from the California Housing and Community Development Department. The recommended action does not impact the City's General Fund.

CC #: 3599

File #: 0709

CONTACT: Sara Thornton-Garcia 916-774-5295 srthornton@roseville.ca.us

10. ORDINANCES

10.1. Homeless Prevention and Rapid Rehousing Services - Grant Agreement and Budget Adjustment

Memo from Housing Manager Trisha Isom and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-364 APPROVING A GRANT AGREEMENT FOR HOMELESS PREVENTION AND RAPID REHOUSING SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND VOLUNTEERS OF AMERICA NORTHERN CALIFORNIA AND NORTHERN NEVADA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6883 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a grant agreement with Volunteers of America in the amount of \$150,000 for continued Homeless Prevention and Rapid Rehousing services. The grant will be funded by

the City's allocation of American Rescue Plan Act (ARPA) funding in the Federal Stimulus Reserve - ARPA Fund that must be spent by December 2026. Staff also requests Council adopt an ordinance approving a budget adjustment to increase the grants expenditure budget in the Federal Stimulus Reserve – ARPA fund by \$150,000. The recommended action will not result in costs to the City's General Fund.

CC #: 3603

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

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

Melissa Anguiano 916-774-5284 mvanguiano@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 on 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 F-22 at 1130 Harvey Way - Fee Deferral

Memo from Economic Development Analyst Gina McColl and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-379 APPROVING FEE DEFERRALS FOR THE WEST ROSEVILLE SPECIFIC PLAN PARCEL F-22 AT 1130 HARVEY WAY PROJECT. Staff requests a fee deferral for West Roseville Specific Plan Parcel F-22 at 1130 Harvey Way, a 265-unit multi-family affordable apartment complex, in an amount of approximately \$5,906,585, until final of building permit/building occupancy. An annual interest rate equivalent to the City's ten-year pooled interest rate will be charged on the monies deferred to cover the City's cost of loss of interest income on the fee deferrals and an administrative processing fee is to be charged to each building permit.

CC #: 3624

File #: 0215-07

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

11.2. Sierra Vista Specific Plan Parcel WB-42 - General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendment

Memo from Associate Planner Sean Morales and Development Services Director Mike Isom recommending the City Council consider the Thirteenth Addendum to the Sierra Vista Specific Plan EIR; adopt RESOLUTION NO. 24-372 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; adopt RESOLUTION NO. 24-373 AMENDING THE SIERRA VISTA SPECIFIC PLAN; adopt the two (2) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN 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 FIFTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC RELATIVE TO A CERTAIN PORTION OF THE PROPERTY COMMONLY KNOWN AS SVSP PARCEL WB-42 AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The proposed project will reconfigure SVSP Parcel WB-42 from two parcels (6 acres and 8.5 acres, respectively) into two parcels WB-42A to the north (7 acres) and WB-42B to the south (7.5 acres). A Rezone, General Plan Amendment (GPA), and Specific Plan Amendment are requested to change the zoning of Parcel WB-42B from Community Commercial (CC) to Residential Small Lot/Development Standards (RS/DS) and the land use designation from CC to Medium Density Residential at 7 units/acre (MDR-7). A Fifth Amendment to the SVSP Westbrook Development Agreement, is requested to reflect the proposed land use change. A Tentative Subdivision Map is requested to create fifty-three (53) single-family residential lots on parcel WB-42B. According to the Fiscal Analysis completed by Economic & Planning Systems, Inc., the proposed project, which includes rezoning approximately half of the site to residential, would create approximately half of the revenue of a project under the existing zoning. The proposed project is not expected to have a negative fiscal impact on the General Fund.

CC #: 3617

File #: 0400-02-12-2 & 0400-03 & 0400-04

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

11.3. Electric Backbone Mitigation Fee - Roseville Municipal Code Amendment

This public hearing was continued to the meeting of November 20, 2024.

CONTACT: Patrick Zanardelli 916-774-5673 pzanardellie@roseville.ca.us

12. COUNCIL REPORTS / PUBLIC COMMENTS

13. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 3628
File #: 0102-10

Title: Resolution - Boy Scout Troop 11 100th Anniversary
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Commend the Boy Scout Troop 11 on celebrating their 100th anniversary and extend best wishes for continued success in the future.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Boy Scout Troop 11 100th Anniversary

Resolution

WHEREAS, Boy Scout Troop 11 was chartered in 1924 by America Legion Alyn W. Butler Post 169 and is celebrating its 100th Anniversary. Troop 11 is the oldest Boy Scout Troop in Roseville having been continuously chartered since 1924; and

WHEREAS, since 1924, 187 Eagle Scouts have given back to the Roseville community with their motto of "*Be Prepared*"; and

WHEREAS, since 1924, Troop 11 Leadership and Scouts have given back to the community through hours of community service; and

WHEREAS, in times of emergency, Troop 11 Scouts have mobilized to give aid when natural disasters have occurred; and

WHEREAS, Troop 11 Leadership has exposed local youth to growth opportunities and adventures and have instilled in them an appreciation for nature; and

WHEREAS, Troop 11 Scouts have been taught self-confidence and communication skills by Troop Leadership and other community members; and

WHEREAS, Troop 11 has encouraged the growth of self-reliance through teaching life skills, cooking, first aid and personal fitness; and

WHEREAS, Troop 11 has encouraged the growth of religious faith in Scouts in non-denominational ways; and

WHEREAS, Troop 11 encourages inclusion and acceptance of all by acceptance of all youth into the program; and

WHEREAS, Troop 11 has strived to teach all Scouts to live their lives by the Scout Law; and

WHEREAS, Troop 11 has consistently raised funds to aid in their goals by holding community pancake breakfasts, popcorn sales, and crab and spaghetti feeds; and

WHEREAS, Troop 11 provides community-wide service by properly retiring worn U.S. Flags.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **BOY SCOUT TROOP 11** be commended on the celebration of their 100th anniversary and extended best wishes for continued success in the future.

SIGNED and APPROVED this 6th day of November 2024.



BRUCE HOUDSHELDT, MAYOR



COUNCIL COMMUNICATION

CC #: 3631
File #: 0102-06

Title: Proclamation - Global Entrepreneurship Week November 18-24, 2024
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 5.2.

RECOMMENDATION TO COUNCIL

Proclaim November 18-24, 2024 as Global Entrepreneurship Week and encourage the community to support our local entrepreneurs and small business innovators by recognizing the value they bring to our community.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

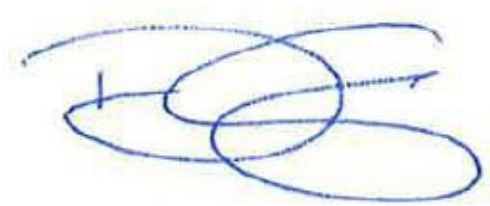
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation

Proclamation

GLOBAL ENTREPRENEURSHIP WEEK November 18-24, 2024

WHEREAS, most of the new jobs created through the United States in the past decade have come from the creative efforts of entrepreneurs, innovators, and small businesses engaged in endeavors ranging from micro-businesses to large-scale venture; and

WHEREAS, entrepreneurs have been the source of economic innovation through our Nation's history, and our society has improved due to the innovative ways of doing things that have been brought about by people who market their ideas; and

WHEREAS, Global Entrepreneurship Week (GEW) is the world's largest celebration of the innovators and job creators who launch startups that bring ideas to life, drive economic growth, and expand human welfare; and

WHEREAS, the Greater Sacramento region's week-long celebration of entrepreneurship and GEW encompasses dozens of local and regional events throughout the Greater Sacramento region, each designed to expose citizens and constituents in the six-county region to the idea of starting and running a business with the theme that "Entrepreneurship is for Everyone"; and

WHEREAS, the Roseville Venture Lab, an entrepreneur center provided in public-private partnership between the City of Roseville and the Growth Factory, is dedicated to strengthening local startup businesses, spurring job growth, and fostering a community of entrepreneurs through programs, events, partnerships, workforce development, and coworking space; and

WHEREAS, the City of Roseville embraces the entrepreneurial spirit, exploring new ideas, seizing opportunities and acting upon them in a spirited culture of innovation to create 21st century jobs, a vibrant economy, and a working region where all residents have equal access to economic prosperity and the chance to start and successfully own their own business.

NOW, THEREFORE, I, BRUCE HOUDSHELDT, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **November 18-24, 2024** as **GLOBAL ENTREPRENEURSHIP WEEK** and encourage the community to support our local entrepreneurs and small business innovators by recognizing the value they bring to our community.

SIGNED AND APPROVED this 6th day of November 2024.



BRUCE HOUDSHELDT, MAYOR



COUNCIL COMMUNICATION

CC #: 3609
File #: 0102-03

Title: Minutes of Prior Meeting
Contact: Melissa Lipp 916-774-5268 mllipp@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Approve the minutes of the October 16, 2024 City Council Meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

There is no fiscal impact associated with this request.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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 City Council minutes are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Melissa Lipp, City Clerk Technician

Carmen Avalos, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, City Manager

ATTACHMENTS:

Description

October 16, 2024 Minutes



MINUTES

October 16, 2024

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

1. CALL TO ORDER

Mayor Bruce Houdesheldt called the meeting to order at 6:01 p.m.

2. ROLL CALL

Present: Vice Mayor Krista Bernasconi, Councilmember Scott Alvord, Councilmember Pauline Roccucci, Councilmember Tracy Mendonsa, Mayor Bruce Houdesheldt.

3. PLEDGE OF ALLEGIANCE

Councilmember Scott Alvord led the Pledge of Allegiance.

4. MEETING PROCEDURES

City Clerk Carmen Avalos announced the procedures for addressing the City Council.

5. PRESENTATIONS

5.1. Resolution - Roseville Housing Authority 50th Anniversary

Congratulate Roseville Housing Authority on its 50th anniversary as a valued establishment that has made tremendous contributions to the Roseville community.

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

Councilmember Tracy Mendonsa and Councilmember Pauline Roccucci presented the resolution to Housing Manager Trisha Isom, who responded.

6. PUBLIC COMMENTS

Adrika Varma spoke on SewaDiwali Food Donation Drive.

Prabhakar Maramreddy spoke on Hindu phobia and Temple vandalism.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Tracy Mendonsa, seconded by Pauline Roccucci, to approve the Consent Calendar items as recommended with Vice Mayor Bernasconi abstaining from Item 7.13 due to doing work for the school district. The Motion Passed.

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

Minutes

7.1. Minutes of Prior Meeting

Memo from City Clerk Technician Melissa Lipp and City Clerk Carmen Avalos recommending the City Council approve the minutes of the October 2, 2024 City Council Meeting.

CC #: 3597

File #: 0102-03

CONTACT: Melissa Lipp 916-774-5268 mllipp@roseville.ca.us

Bids / Purchases / Services

7.2. Flood Risk Reduction Facilities Repair and Replacement Project - Sole Source Purchase Order

Memo from Associate Engineer Joe Anderson and Public Works Director Jason Shykowski recommending the City Council approve a sole source purchase order to Xylem Water Solutions USA in the amount of \$241,333.02 for replacement of pumps and associated pump equipment at five storm drain pump stations located on Cirby and Linda Creeks. A sole source purchase order is recommended because switching suppliers would introduce many compatibility issues resulting in increased costs and inefficiencies to replace and maintain each pump. Funding for the pump replacements comes from the FY2022-23 General Fund year-end budget surplus, and was budgeted into the Flood Risk Reduction Facilities Repair and Replacement Project.

CC #: 3581

File #: 0203-07

CONTACT: Joe Anderson 916-746-1300 jjanderson@roseville.ca.us

7.3. Network Firewalls Subscription and Support - Purchase Order

Memo from Information Security Administrator Cesar Gamez and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 24-359 APPROVING A PURCHASE ORDER FOR THE RENEWAL OF PALO ALTO NETWORK SUBSCRIPTIONS AND SUPPORT. Staff requests Council approve a purchase order with Optiv Security, Inc for subscription and support of the City's network firewalls using the competitively-bid U.S. General Services Administration contract #47QSWA18D008F through Carahsoft, a government contract aggregator. The annual subscription and support cost of \$138,189.99 is included in the approved FY2024-25 Information Technology Operations Fund budget. Staff also requests authorization for three (3) optional one (1) year renewals in an amount not to exceed 6% increases year-over-year without further Council approval, pending Council's approval of the yearly budget.

CC #: 3584

File #: 0203-05

CONTACT: Cesar Gamez 916-774-5408 pcgamez@roseville.ca.us

7.4. Twinwood Park Play Structure Replacement Project - Contract Purchase Agreement

Memo from the Park Planning & Development Manager Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 24-353 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSS RECREATION EQUIPMENT COMPANY, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3004062). Staff requests Council approve a contract purchase agreement to replace the play structure at Twinwood Park. Consistent with the Parks, Recreation & Libraries Department's ten-year rehabilitation plan, play structures are upgraded and replaced on a consistent cycle to address wear and tear, to ensure overall public safety and to adhere with any new code compliance requirements. The contract amount is \$145,354.02. Funding was allocated from the General Fund during the FY2023-24 budget to the Parks, Recreation and Library Capital Projects Fund. There will be no additional General Fund impact.

CC #: 3589

File #: 0704-01

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

7.5. Public Safety Radio Equipment - Purchase Orders

Memo from Fire Division Chief Matthew Lauchner and Fire Chief Rick Bartee recommending the City Council approve purchase orders for public safety radio equipment from BK Technologies, Inc, through the use of the State of Washington NASPO Value Point Master Price Agreement #00318, pursuant to Participating Addendum Number 7-22-70-49-18 between the State of California Department of General Services and BK Technologies, Inc., for the remaining portion of the term of January 1, 2022 thru December 31, 2026. Funding is

included in the Fire Department's budget in the General Fund for FY2024-2025 and will be recommended for Council approval in subsequent fiscal year budgets. The estimated cost of purchases for the remaining duration of the contract is estimated at \$750,000.

CC #: 3579

File #: 0203-12

CONTACT: Matthew Lauchner 916-774-5807 mlauchner@roseville.ca.us

7.6. General Construction Services - Contract Purchase Agreements

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 24-355 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BULLARD, INC. DBA BULLARD CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3004166); and adopt RESOLUTION NO. 24-356 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CARTER-KELLY, INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3004158). Staff requests Council approve and award two (2) contract purchase agreements including four additional one-year renewals with Bullard Inc, dba Bullard Construction, Inc. and Carter-Kelly, Incorporated, to provide general construction services. The estimated total annual cost for the two contract purchase agreements is \$700,000 (up to \$200,000 per year with Bullard Construction and up to \$500,000 per year with Carter-Kelly, Incorporated), and the total not-to-exceed cost including the renewals for both agreements is \$3,500,000. Funding may be provided from the Environmental Utilities Department's rehabilitation funds, construction funds, and operating budgets, as well as the South Placer Wastewater Authority, based on each project's funding source.

CC #: 3591

File #: 0203-09

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

7.7. Fleet Sole Source Truck Purchases and Vehicle Parts and Services – Purchase Order and Contract Purchase Agreement

Memo from Management Analyst Lea Schroeder and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-349 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LEHR UPLIFTERS OPCO LLC DBA LEHR AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3004197). Staff requests Council approval of a sole source purchase order to Altec Industries, Inc. for one (1) Altec AN55-E88 articulating non-over center aerial device and two (2) Altec AT41P articulating telescopic aerial devices utilizing Sourcewell contract# 110421-ALT in the amount of \$1,339,269; and approve a contract purchase agreement with LEHR Upfitters OpCo LLC dba LEHR to provide public safety vehicle parts

and services to up-fit vehicles utilizing Placer County's contract# SCN107418. The total cost of parts and services for the contract period of October 1, 2024 to September 30, 2025 will not exceed \$1,800,000. The Altec Industries purchase order is a sole source purchase because Fleet services have standardized on this brand due to price, factory training, and equipment needs of municipalities. Funding for the Altec AN55-E88 and two AT41P aerial devices is included in the FY2024-25 Electric Fund budget. Funding for the LEHR contract purchase agreement is included in the FY2024-25 Fleet Replacement Fund budget and will be recommended in FY2025-26 pending approval of future budgets.

CC #: 3580

File #: 0203-02

CONTACT: Lea Schroeder 916-774-5503 lschroeder@roseville.ca.us

7.8. 316 Vernon Data Center Heating, Ventilation, and Air Conditioning Replacement Project (RFQ 10-3388) - Reject All Bids

Memo from Buyer Tiffany Valdez and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 24-344 REJECTING ALL BIDS FOR THE 316 VERNON DATA CENTER HEATING, VENTILATION, AND AIR CONDITIONING REPLACEMENT PROJECT. Staff requests Council approve a request to reject all bids received for Request for Quotes (RFQ) 10-3388 for the materials and labor to replace the existing Data Center Heating, Ventilation, and Air Conditioning located at 316 Vernon Street. During staff review, it was determined that the bid specifications for HVAC equipment would not meet new California Senate Bill (SB) 1206 environmental legislative requirements. SB 1206 contains requirements to minimize the climate impact of hydrofluorocarbons. Staff plans to issue a new RFQ with updated specifications when the new equipment and refrigerant becomes available in January 2025. There is no fiscal impact at this time since there will be no award.

CC #: 3574

File #: 0203-21

CONTACT: Tiffany Valdez 916-746-1109 tvaldez@roseville.ca.us

Resolutions

7.9. WB-32 The Riviera at Roseville West - Affordable Rental Housing Agreement

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-354 APPROVING AN AFFORDABLE RENTAL HOUSING AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE SENIOR AFFORDABLE 2 LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an affordable rental housing agreement between the City and Roseville Senior Affordable 2 LP, a California limited partnership for The Riviera at Roseville West affordable housing project in the Sierra Vista Specific Plan. The agreement will support the City's General Plan in meeting the affordable housing goals. No General Fund resources will be used in the development of this project.

CC #: 3590

File #: 0709

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

7.10. Community Development Block Grant Fair Housing Services – Professional Services Agreement

Memo from Housing Analyst Kristine Faelz and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-346 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PROJECT SENTINEL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a professional services agreement with Project Sentinel, Inc. for the purpose of providing Fair Housing Services funded by Community Development Block Grant grant funds. The total not-to-exceed amount for a maximum five-year period is \$80,000. No General Fund resources will be used.

CC #: 3576

File #: 0709-03

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

7.11. Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project – Professional Design Services Agreement Amendment

Memo from Senior Engineer Inderpreet Chaggar and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 24-348 APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND 19SIX ARCHITECTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the First Amendment to Professional Design Services Agreement with 19six Architects, Inc. to add \$55,485 to complete the design services for the Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project. Funding for this amendment will be provided from the Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project budget which is funded by the Wastewater Regional Rehabilitation Fund.

CC #: 3578

File #: 0800-02

CONTACT: Inderpreet Chaggar 916-938-1595 ikchaggar@roseville.ca.us

7.12. Parks Pre-Qualification Procedure Renewal

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 24-350 APPROVING THE PRE-QUALIFICATIONS PROCEDURE FOR CERTAIN PARKS, RECREATION & LIBRARIES PROJECTS AND APPROVING THE ADMINISTRATIVE HEARING PROCESS FOR APPEALS. Based on the need to more effectively and

efficiently administer the construction of these projects, due to a narrower construction window in order to comply with regulatory guidelines such as storm water pollution and prevention, air quality, etc., that there is more work than companies to perform the work, and an unstable construction environment that has affected the overall industry, it has become more challenging to attract qualified contractors. In order to address these concerns, staff has determined that it would be best to pre-qualify all prime contractors seeking to bid specific park projects. There is no direct fiscal impact in approving the pre-qualification and appeals process. It is expected that the adoption of this process and the resolution will garner similar results experienced in previous years and will attract qualified bidders, resulting in the best value for the City.

CC #: 3586

File #: 0704

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

7.13. After School Education and Safety Program - Memorandum of Understanding

Memo from Parks, Recreation and Libraries Manager Jeff Nereson and Parks, Recreation and Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 24-345 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE CITY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the Memorandum of Understanding with the Roseville City School District (RCSD) for the After School Education and Safety Program (ASES). ASES is an after school tutoring and enrichment program that provides opportunity for up to 120 students at Cirby Elementary School and 100 students at Woodbridge Elementary School at no cost to participating families. The Parks, Recreation & Libraries Department has collaborated with RCSD to implement this after school program. The RCSD reimburses the City up to \$305,000 of the grant funds they receive for this program to offset the City's expense to operate the program. On June 5, 2024, Council adopted resolution 24-198, approving the Youth Development Program Funding Policy, allowing for support from the General Fund for expenses including losses incurred by subsidized programs if needed. If the funds provided by RCSD do not sufficiently cover program expenses, some support may be required from the General Fund. Staff are diligent to manage this program to keep losses, if any, to a minimum.

CC #: 3575

File #: 0704

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

Vice Mayor Krista Bernasconi recused herself from this item due to doing work for the school district.

Motion by Tracy Mendonsa, seconded by Pauline Roccucci, to adopt RESOLUTION NO. 24-345 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND THE

ROSEVILLE CITY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE.
The Motion Passed.

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

Abstain: Bernasconi

7.14. Rubberized Pavement Grant Program - Grant Authorization

Memo from Associate Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-351 APPROVING A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council authorization to submit a grant application that will allow the City to receive up to \$100,000 through the Rubberized Pavement Grant Program. If awarded, funds would be applied to the Fairway Dr and Junction Blvd Resurfacing Project. The project is estimated to cost \$3,534,000 and is funded by the Roseville Finance Authority Capital Project Fund and Regional Surface Transportation Grant Funds. No General Fund resources are included for this project.

CC #: 3587

File #: 0800-04 & 0214

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

7.15. Succession Management Program - Professional Services Agreement

Memo from Assistant Human Resource Director Janie Carduff and Human Resource Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 24-357 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BAKER TILLY ADVISORY GROUP, LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a service agreement with Baker Tilly Advisory Group, LP for the development and implementation of a Succession Management Program for the Environmental Utilities and Electric Departments. The not-to-exceed amount of the agreement is \$128,900 per their cost proposal plus \$25,000 for additional work for templating materials and information for other departments. The Environmental Utilities, Electric, and Human Resources Department have included funds for this program development in their FY2024-25 budgets. No additional funds are being requested.

CC #: 3592

File #: 0600-05

CONTACT: Janie Carduff 916-774-5205 jcarduff@roseville.ca.us

7.16. Sacramento Emergency Clean Air Transportation Grant - Agreement Amendment

Memo from Alternative Transportation Manager Ed Scofield and Public Works

Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-352 APPROVING AN AIR QUALITY GRANT CONTRACT TERM EXTENSION, BY AND BETWEEN THE SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a contract term extension for a Sacramento Emergency Clean Air Transportation (SECAT) grant. Due to circumstances beyond staff's control, the delivery of these zero-emission buses has taken longer than expected and it has become necessary to extend the termination date to December 31, 2028. There is no fiscal impact if the contract extension is executed. If the contract extension is not executed, staff will have to identify \$400,000 in substitute funding to replace the SECAT dollars.

CC #: 3588

File #: 0214 & 0721

CONTACT: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

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

7.17. Northwest Park Rehabilitation Project – New Non-Capital Multi-Year Project Approval and Budget Adjustment

Memo from the Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve a new non-capital project and adopt ORDINANCE NO. 6876 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION. The Northwest Community Facilities District bond matured in September 2020. A small balance was left and since that time has accrued interest. These funds can be made available to address rehabilitation projects within the Northwest area. The target expenditures are proposed for the Northwest neighborhood parks. Rehabilitation projects could include: park paving and hardscape repairs; shade shelter replacement; site furnishing replacement, including drinking fountains; bark mulch replenishment; play area engineered wood fiber replenishment; and minor landscape and irrigation upgrades. This request seeks Council approval of a budget adjustment allocating \$18,555 from the Northwest CFD #1 Fund and \$54,507 from the Northwest CFD #1 Capital Fund for park rehabilitation projects in the Northwest specific plan area for a total amount of \$73,062. There is no impact to the General Fund.

CC #: 3585

File #: 0704 & 0201-01

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

7.18. Virtual Desktop Exploration - Project Cancellation and Budget Adjustment

Memo from Management Analyst Austin Murray and Chief Information Officer Hong Sae recommending the City Council adopt ORDINANCE NO. 6877 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff

requests Council authorize the cancellation of the Virtual Desktop Exploration project and approve a budget adjustment in the amount of \$20,000 to defund the entirety of the project and return 100% of unspent project budget to fund balance. The existing \$20,000 project budget was funded by the Information Technology Replacement Fund, the Water Rehabilitation Fund, Wastewater Rehabilitation Fund, the Waste Services Rehabilitation fund, and the Electric fund. The recommended budget adjustment will return the \$20,000 to fund balance in the following funds as follows: \$12,674 to the IT Replacement Fund, \$1,309 to the Water Rehabilitation Fund, \$1,828 to the Wastewater Rehabilitation Fund, \$1,277 to the Solid Waste Rehab Fund, and \$2,912 to the Electric Fund.

CC #: 3593

File #: 0201-01

CONTACT: Austin Murray 916-774-5158 admurray@roseville.ca.us

Ordinances (for second reading and adoption)

7.19. Second Reading - Infill Parcel 198 (100 Stonehouse Court) WellSpace Health - Rezone

ORDINANCE NO. 6875 AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 3582

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

CONTACT: Escarlet Mar 916-774-5247 emar@roseville.ca.us

7.20. Second Reading - Roseville Municipal Code Amendment – Kennel Licenses

ORDINANCE NO. 6878 AMENDING SECTIONS 7.20.010 AND 7.20.020 OF CHAPTER 7.20 OF TITLE 7 OF THE ROSEVILLE MUNICIPAL CODE REGARDING KENNEL LICENSES, for second reading and adoption.

CC #: 3594

File #: 0323

CONTACT: Travis Cochran 916-774-5325 tecochran@roseville.ca.us

Reports / Requests

7.21. North Central Roseville Specific Plan PCL 34C - 6718 Stanford Ranch Road - Parcel Map

Memo from Associate Engineer Jeff Hendrix and Development Services Director Mike Isom recommending the City Council approve the North Central Roseville Specific Plan PCL 34C – Parcel Map, located at 6718 Stanford Ranch Road. Engineering has completed its review of the final map and found it to be in compliance with the approved tentative map. This map will be creating two commercial and one public right of way lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 3583

File #: 0400-07 & 0400-04-04-02

CONTACT: Jeff Hendrix 916-774-5463 jhendrix@roseville.ca.us

END OF CONSENT CALENDAR

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Roseville Soccer Complex Naming Rights - Sponsorship Agreement and Budget Adjustment

Memo from Parks, Recreation & Libraries Manager Jeff Nereson and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 24-347 APPROVING A SPONSORSHIP AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SOUTH PLACER COUNTY TOURISM CORPORATION DBA PLACER VALLEY TOURISM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6880 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a sponsorship agreement with South Placer County Tourism Corporation dba Placer Valley Tourism for naming rights of the soccer complex and approve a budget adjustment for \$50,000 in sponsorship revenue to increase the fund balance in the new Soccer Complex Capital Fund. Placer Valley Tourism will provide annual sponsorship payments to the City totaling \$5,000,000 over the 12-year term of this agreement. Per this agreement, the soccer complex will be named the Placer Valley Soccer Complex.

CC #: 3596

File #: 0704-01 & 0201-01

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

Items 8.1 and 8.2 were heard concurrently.

Parks Recreations and Libraries Director Jill Geller introduced Parks Recreation and Libraries Manager Jeff Nereson.

Parks Recreation and Libraries Manager Jeff Nereson made the presentation to the City Council

Parks Recreation and Libraries Director Jill Geller continued the presentation.

Placer Valley Tourism Chief Executive Officer Kim Summers spoke in support of the item.

Motion by Pauline Roccucci, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 24-347 APPROVING A SPONSORSHIP

AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SOUTH PLACER COUNTY TOURISM CORPORATION DBA PLACER VALLEY TOURISM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6880 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

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

8.2. Roseville Soccer Complex - Plaza Complex Sponsorship Agreement and Budget Adjustment

Memo from Parks, Recreation & Libraries Manager Jeff Nereson and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 24-358 APPROVING A SPONSORSHIP AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE AUTOMALL ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6879 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a sponsorship agreement with the Roseville Automall Association for naming rights at the north and south plaza areas at the Soccer Complex and approve a budget adjustment for \$10,000 in sponsorship revenue to increase the fund balance in the Soccer Complex Capital Fund. The Roseville Automall Association will provide an annual sponsorship payment of \$40,000 to the City, totaling \$120,000 over the 3-year term of this agreement. The agreement specifies that the soccer complex's north and south plaza areas will be named the Roseville Automall North Plaza and the Roseville Automall South Plaza.

CC #: 3595

File #: 0704-01 & 0201-01

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

Items 8.1 and 8.2 were heard concurrently.

Parks Recreations and Libraries Director Jill Geller introduced Parks Recreation and Libraries Manager Jeff Nereson.

Parks Recreation and Libraries Manager Jeff Nereson made the presentation to the City Council

Parks Recreation and Libraries Director Jill Geller continued the presentation.

Damon Eberhart with the Roseville Automall Association spoke in support of the item.

Motion by Tracy Mendonsa, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 24-358 APPROVING A SPONSORSHIP AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE AUTOMALL ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6879 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

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

9. RESOLUTIONS

9.1. California Department of Water Resources Generating Units - Agreement Amendment

Memo from Assistant Electric Utility Director William Forsythe and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 24-360 APPROVING A SECOND AMENDED SITE USE AND INSTALLATION AGREEMENT AND NON-DISCLOSURE AGREEMENT, BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of an amended agreement between the City and the California Department of Water Resources (CDWR) regarding the CDWR generators located at the Roseville Energy Park. The amended agreement would serve several distinct purposes, including documentation and completion of the title transfer of the CDWR generators to Roseville, initiating a due diligence study to determine opportunities for Roseville to site additional generators for CDWR, and execution of a non-disclosure agreement between the City and CDWR regarding the due diligence study. This amendment will give Roseville immediate title to CDWR's units and will enable Roseville to utilize the capacity and energy benefits for Roseville customers, offsetting purchases from other generation sources in high demand months, and enabling energy and capacity sales in low demand months.

CC #: 3577

File #: 0800-03

CONTACT: William Forsythe 916-774-5619 wforsythe@roseville.ca.us

Electric Utility Director Dan Beans introduced Electric Utility Chief Operating Officer Shawn Matchim and Senior Deputy City Attorney Joe Mandell.

Electric Utility Director Dan Beans made the presentation to the City Council.

No public comment received.

Motion by Tracy Mendonsa, seconded by Scott Alvord, to adopt RESOLUTION

NO. 24-360 APPROVING A SECOND AMENDED SITE USE AND INSTALLATION AGREEMENT AND NON-DISCLOSURE AGREEMENT, BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

10. COUNCIL REPORTS / PUBLIC COMMENTS

No public comment received.

Parks Recreation and Libraries Director Jill Geller introduced the new City Librarian Narinderpal Sufi, who responded.

Placer County Flood Control and Water Conservation Meeting - Councilmember Pauline Roccucci reported on attendance.

Councilmember Pauline Roccucci reported on various community activities.

Councilmember Tracy Mendonsa announced a ballot box is available in front of the Civic Center.

Placer County Air Pollution Control District Meeting - Councilmember Scott Alvord reported on attendance.

Councilmember Scott Alvord reported on various community activities.

Sacramento Area Council of Governments Meeting - Mayor Bruce Houdesheldt reported on attendance.

Mayor Bruce Houdesheldt reported on various community activities.

11. ADJOURNMENT

Mayor Bruce Houdesheldt adjourned the meeting at 7:10 p.m.



COUNCIL COMMUNICATION

CC #: 3605
File #: 0203-21

Title: Maidu Community Center Roof Replacement Project (RFQ 10-3396) - Reject All Bids
Contact: Tiffany Valdez 916-746-1109 tvaldez@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to reject all bids received for Request for Quotes (RFQ) 10-3396 for the materials and labor to repair and/or replace the designated roof areas at the Maidu Community Center.

BACKGROUND

The Maidu Community Center slate roof is over 36 years old. Normal slate roofs last up to 50 years; however, this roof has experienced damage and vandalism over the past several years which has resulted in missing or damaged tiles. Staff recommend to replace the slate roof with a metal or composition roofing system.

RFQ 10-3396 was issued in August 2024 for the materials and labor to repair and/or replace the designated roof areas at the Maidu Community Center located at 1550 Maidu Dr, Roseville, CA 95661 with a metal roof system. The bid amounts are over the Facility Rehabilitation Project's available budget. Staff plans to revise specifications with a composition-style roof and issue a new RFQ at a future date.

FISCAL IMPACT

There is no fiscal impact at this time since there will be no award.

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

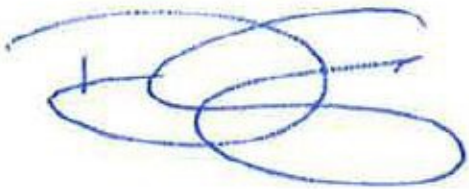
Goal C - Maintain a safe and healthy community

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tiffany Valdez, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-366

RESOLUTION NO. 24-366

REJECTING ALL BIDS FOR THE MAIDU COMMUNITY CENTER ROOF
REPLACEMENT PROJECT

WHEREAS, the City of Roseville requested bids for the Maidu Community Center Roof Replacement Project; and

WHEREAS, the bids received were over the Facility Rehabilitation Project available budget; and

WHEREAS, staff plans to issue a new Request for Quotes with revised specifications at a future date.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that all bids received for the Maidu Community Center Roof Replacement Project are hereby rejected per staff recommendation.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 3612
File #: 0203-04

Title: 405 Vernon Elevator Upgrade (RFQ 10-3394) – Contract Purchase Agreement
Contact: Tiffany Valdez 916-746-1109 tvaldez@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve Contract Purchase Agreement (3004220) for the 405 Vernon Elevator Upgrade with Specialized Elevator Services LLC dba Elevator Industries and authorize the City Manager to execute it on behalf of the City of Roseville. Additionally, staff requests authority for a ten percent (10%) construction contingency.

BACKGROUND

The elevator for the 405 Vernon Street parking garage has controls that are outdated and difficult to find. The City's elevator service contractor has recommended replacing the elevator controls before a major failure. Additionally, Building Maintenance staff has recommended weatherproofing for both doors and control panels.

A formal bid was issued with the following vendor responses:

<u>Bidder</u>	<u>Total Price</u>
Specialized Elevator Services LLC dba Elevator Industries	\$100,885
Sacramento, CA	

Enpro Elevator, Inc.	\$118,678
Rancho Cordova, CA	

FISCAL IMPACT

The cost of the Agreement is \$100,885. Authorized change orders on an as-needed basis up to ten percent (10%) (\$10,088.50) as a construction contingency, would bring the total contract amount to \$110,973.50. Funding is included in the FY2024-25 Parking Garage Elevator Rehabilitation Project budget in the General Fund.

ENVIRONMENTAL REVIEW

Goal C - Maintain a safe and healthy community
Goal F - Invest in well-planned infrastructure and growth

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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,

Tiffany Valdez, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-369

Contract Purchase Agreement #3004220

Notice of Exemption (CEQA)

RESOLUTION NO. 24-369

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SPECIALIZED ELEVATOR SERVICES, LLC DBA ELEVATOR INDUSTRIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3004220) to upgrade the existing elevator system in the parking garage located at 405 Vernon Street, by and between the City of Roseville and Specialized Elevator Services, LLC dba Elevator Industries, 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, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract amount.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3004220

Supplier Details:

Company Specialized Elevator Services LLC dba Elevator Industries
Contact Jason Buckman
Address 623 W Stadium Ln

Sacramento, California 95834

Submit your response to:

Company City of Roseville
Contact Tiffany Valdez
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1109
Fax (916) 746-1115
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 signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

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

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

(1) A signature from the President and the corporate seal; OR

(2) One signature from the Chairman of the Board, President, or any Vice President AND one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

Insurance requirements:

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



Contract Purchase Agreement 3004220

Agreement	3004220
Agreement Date	02-OCT-2024
Revision	0
Agreement Amount	100,885.00 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 **Specialized Elevator Services LLC dba**
Elevator Industries
623 W Stadium Ln

Sacramento, California 95834
Phone: ()
Fax: ()
Email: jasonb@elevator-industries.com

Description of Labor, equipment and/or materials VENDOR SHALL PROVIDE THE MATERIALS AND LABOR TO UPGRADE THE EXISTING ELEVATOR SYSTEM IN THE PARKING GARAGE LOCATED AT 405 VERNON STREET, ROSEVILLE, CA 95678 IN ACCORDANCE WITH ALL SPECIFICATIONS, ATTACHMENTS, TERMS AND CONDITIONS PER RFQ 10-3394 405 VERNON ELEVATOR UPGRADE.

START DATE: EXECUTED AGREEMENT
END DATE: FINAL PAYMENT

PLEASE CONTACT REBECCA MCCOY AT 916-746-5706 OR BY EMAIL AT RAMCCOY@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15515	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
Tiffany Valdez Phone 1-916-746-1109					

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>. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
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 thirty (30) 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. Vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, visit the CARB Advanced Clean Fleet webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.
20. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
21. 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.

22. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.
23. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
24. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
25. 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. 0085 2310

Contractor License No. 1057426

DIR Registration No. 1000435425

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

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

Construction T&C

REV 3/21/24 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
Cyber Liability:
\$1 Million/occurrence

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

Professional Liability:
\$1 Million/occurrence
No auto required

Pyrotechnics: _____

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

Chemical/Environmental: _____

General Liability:
\$3 Million/occurrence
\$6 Million aggregate
Pollution - \$2 Million/Occurrence
Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

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

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

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

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

Contract Purchase Agreement 3004220

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	Elevator Industries
DATE	10/8/2024

Asbestos
Rev 01/16/19

Supplier

Signature: 

Print Name: Douglas McKeever

Title: President

Date: 10/8/24

Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: 405 Vernon Elevator Upgrade (RFQ 10-3394) – Contract Purchase Agreement

Project Location(s): 405 Vernon Street, Roseville, California 95678

Project Description: This project would approve the authorization of a contract purchase agreement and replacement of the existing outdated elevator in the City parking garage located at 405 Vernon Street. The existing elevator has controls that are outdated and difficult to find, and the City's elevator service contractor has recommended replacing the elevator controls before a major failure occurs. The new elevator would also have weatherproofing for both doors and control panels. The new elevator will not result in any expansion of use.

Public Agency Approving Project: Roseville City Council

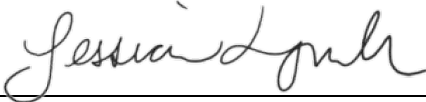
Agency/Individual Carrying Out Project: City of Roseville Public Works Department

Reason why this Project is Exempt: This project qualifies for a Class 1 Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 1 consists of the...repair...of existing public...structures, facilities, [or] mechanical equipment...involving negligible or no expansion of existing or former use.... Examples include but are not limited to: (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances..."

The project is confined to within the existing parking garage and would not result in expansion of use. No environmentally sensitive resources are located within or adjacent to the property; therefore the Class 1 exemption is applicable to the proposed project.

Lead Agency Contact Person: Tiffany Valdez, Finance Department - Purchasing, 311 Vernon Street, Roseville, CA 95678. (916) 746-1109.

Signature: 
Jessica Lynch, Environmental Coordinator, City of
Roseville

Date: 10/15/2024



COUNCIL COMMUNICATION

CC #: 3614
File #: 0203-04

Title: Refuse Bins and Parts (RFQ 10-3384) - Purchase Order Increase
Contact: Sue Jessup 916-746-1107 sjessup@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve an increase to the purchase order with Wastequip, LLC dba Confab Manufacturing Company, LLC from \$200,000 to \$300,000 in FY2024-25.

BACKGROUND

The Environmental Utilities Department's Solid Waste Division has identified a need for an increase in bin inventory in response to the growth of multi-family housing and commercial businesses throughout the City. This is a strategic move that will position the City to solve for the influx of new commercial accounts.

By anticipating future service requirements and maintaining a robust inventory, the City can ensure that the high standards of service that customers expect are upheld, even amidst the unpredictability of new business service needs. This approach is key to managing the current surge in development and maintaining service excellence.

FISCAL IMPACT

The amendment increases the current spending authority by \$100,000 and funding for the amendment is included in the FY2024-25 budgets for the Waste Services Capital Purchase Fund and Waste Services Rehabilitation Fund. The original estimates for the optional renewal years will remain unchanged.

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 refuse bins and parts meet the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sue Jessup, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 3611
File #: 0203-09

Title: Historical Data Repository Licensing and Support - Purchase Order
Contact: Audrey Ficker 916-746-1865 agficker@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a purchase order with Mythics, LLC dba Mythics VIII, LLC utilizing OMNIA Partners Cooperative Contract no. R190801 for the purchase of Oracle licensing and support services for the Supervisory Control and Data Acquisition (SCADA) network's Historical Data Repository (HDR) of Environmental Utilities Department (EUD).

BACKGROUND

One of EUD's core responsibilities is to ensure safe and reliable water, wastewater, and recycled water services. Our utilities are committed to implementing innovative solutions that will protect the community's water supplies both now and in the future. Meeting this responsibility includes the utilization of an HDR with three main areas of focus: information analysis, predictive information, and capability planning. Although the SCADA system is the primary mechanism for the automated operation, the HDR system collects data and is used to produce data reports. These reports and data must be maintained for regulatory compliance and are used for predictive and preventative maintenance of the system. EUD'S HDR system uses Oracle software with support services that require annual renewal.

OMNIA Partners Contract No. R190801 was the result of a Request for Proposals (RFP) solicited by Region 4 Education Service Center as the lead agency for "Oracle Products and Services". A contract with Mythics, LLC was awarded on January 1, 2020, and has been extended through December 31, 2024. Mythics, LLC provides the negotiated pricing and discounts to maintain the correct Oracle software licensing and support services for the operation of our current HDR system. The Survival clause of the contract allows the City to receive the quoted services through November of 2025.

FISCAL IMPACT

The not-to-exceed cost of the purchase order for FY2024-25 is \$119,737.43. Funding will be provided from the Environmental Utilities Department's annual operating budgets in the Water and Wastewater Operations Funds.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment 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 Oracle Software licensing and support services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Audrey Ficker, Administrative Technician

Richard D. Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Quote - Mythics



Region 4 (National IPA) R190801

4525 Main Street, Suite 1500
Virginia Beach, VA 23462

Noel Taylor
Phone: (757) 617-0437
Fax: (757) 412-1060
Email: ntaylor@mythics.com

Company Name: City of Roseville
Contact: Blaine Wiegel
Email: BWiegel@roseville.ca.us
Phone Number:
Project: Oracle Support Renewal

Quote Number: SR-17229496-FY25
Prepared On: September 10, 2024
Valid Through: November 20, 2024

DUNS #: 013358002
UEL: U2W4ZCG9WJA7
Fed Tax ID #: 54-1987871
CAGE Code: 11A34

Please include this reference on a valid PO:
This PO incorporates the terms of Mythics quote number SR-17229496-FY25 including the Region 4 (National IPA) R190801 by reference

ORACLE SUPPORT RENEWAL

Line Item	CSI	Oracle Product Description	Start Date	End Date	Serial Number	Quantity	Support Type	Extended Price
#REF!								
1	23334673	Oracle Database Appliance X6-2-HA with 2 servers each including one 10 GbE SFP+ card and 1 storage enclosure fully populated with 24 SSDs	11/21/2024	11/20/2025		1	Premier Support for Systems	\$ 15,104.70
2	23334673	Oracle Database Appliance X6-2-HA with 2 servers each including one 10 GbE SFP+ card and 1 storage enclosure fully populated with 24 SSDs	11/21/2024	11/20/2025		1	Premier Support for Systems	\$ 15,104.71
3	23334673	STORAGE SHELF, ODA X6-2, w/24xSSD	11/21/2024	11/20/2025	1750NMQ070	1	Premier Support for Systems	\$ -
4	23334673	X6-2, 1U E5-2630, 256GB, 2x480GB, Niantic ODA	11/21/2024	11/20/2025	1746NM100Y	1	Premier Support for Systems	\$ -
5	23334673	X6-2, 1U E5-2630, 256GB, 2x480GB, Niantic ODA	11/21/2024	11/20/2025	1746NM1010	1	Premier Support for Systems	\$ -
6	23334673	STORAGE SHELF, ODA X6-2, w/24xSSD	11/21/2024	11/20/2025	1750NMQ06Y	1	Premier Support for Systems	\$ -
7	23334673	X6-2, 1U E5-2630, 256GB, 2x480GB, Niantic ODA	11/21/2024	11/20/2025	1746NM100R	1	Premier Support for Systems	\$ -
8	23334673	X6-2, 1U E5-2630, 256GB, 2x480GB, Niantic ODA	11/21/2024	11/20/2025	1751NM1009	1	Premier Support for Systems	\$ -
9	23334673	Power cord: Sun Rack jumper, straight, 2 meters, C14 plug, C13 connector, 10A (for factory installation)	11/21/2024	11/20/2025		6	Premier Support for Systems	\$ 17.12
10	23334673	Power cord: Sun Rack jumper, straight, 2 meters, C14 plug, C13 connector, 10A (for factory installation)	11/21/2024	11/20/2025		6	Premier Support for Systems	\$ 17.12
11	23334673	Oracle Database Appliance X6-2-HA: model family	11/21/2024	11/20/2025		1	Premier Support for Systems	\$ -
12	23334673	Oracle Database Appliance X6-2-HA: model family	11/21/2024	11/20/2025	1751NM0002	1	Premier Support for Systems	\$ -
13	23334673	Oracle Database Appliance X6-2-HA: model family	11/21/2024	11/20/2025		1	Premier Support for Systems	\$ -
14	23334673	Oracle Database Appliance X6-2-HA: model family	11/21/2024	11/20/2025	1751NM0003	1	Premier Support for Systems	\$ -
15	23334673	Dual rate transceiver: SFP+ SR, Support 1 Gb/sec and 10 Gb/sec dual rate (for factory installation)	11/21/2024	11/20/2025		4	Premier Support for Systems	\$ 95.86
16	23334673	Dual rate transceiver: SFP+ SR, Support 1 Gb/sec and 10 Gb/sec dual rate (for factory installation)	11/21/2024	11/20/2025		4	Premier Support for Systems	\$ 95.86
17	21773409	SAS cables for 1U (for factory installation)	11/21/2024	11/20/2025		1	Premier Support for Systems	\$ 7.13
18	21773409	Oracle Server X7-2: model family	11/21/2024	11/20/2025		1	Premier Support for Systems	\$ -
19	21773409	Oracle Server X7-2: model family	11/21/2024	11/20/2025	1818XC307X	1	Premier Support for Systems	\$ -
20	21773409	Oracle Server X7-2: 1 RU base chassis with motherboard, eight 2.5-inch drive slots disk cage, 2 PSUs, slide rail kit, and cable management arm	11/21/2024	11/20/2025		1	Premier Support for Systems	\$ 372.60
21	21773409	Processor clip (for factory installation)	11/21/2024	11/20/2025		2	Premier Support for Systems	\$ 0.58
22	21773409	Short heat sink (for factory installation)	11/21/2024	11/20/2025		2	Premier Support for Systems	\$ 5.98
23	21773409	1 Intel Xeon Silver 4114 10-core 2.2 GHz processor (for factory installation)	11/21/2024	11/20/2025		2	Premier Support for Systems	\$ 317.47
24	21773409	One 32 GB DDR4-2666 registered DIMM (for factory installation)	11/21/2024	11/20/2025		4	Premier Support for Systems	\$ 290.69
25	21773409	One 1.2 TB 10000 rpm 2.5-inch SAS-3 HDD with marlin bracket (for factory installation)	11/21/2024	11/20/2025		4	Premier Support for Systems	\$ 311.86
26	21773409	Oracle Storage 12 Gb SAS PCIe RAID HBA, internal: 16 port and 2 GB memory (for factory installation)	11/21/2024	11/20/2025		1	Premier Support for Systems	\$ 110.37
27	21773409	PCIe filler panel (for factory installation)	11/21/2024	11/20/2025		3	Premier Support for Systems	\$ 0.83
28	21773409	Power cord: North America and Asia, 2.5 meters, 5-15P plug, C13 connector, 15 A (for factory installation)	11/21/2024	11/20/2025		2	Premier Support for Systems	\$ 3.20
29	23333487	Oracle Tuning Pack - Named User Plus Perpetual	11/21/2024	11/20/2025		100	Software Update License & Support	\$ 1,153.71
30	23333487	Oracle Real Application Clusters One Node - Processor Perpetual	11/21/2024	11/20/2025		4	Software Update License & Support	\$ 4,577.03
31	23333487	Oracle Real Application Clusters One Node - Named User Plus Perpetual	11/21/2024	11/20/2025		100	Software Update License & Support	\$ 2,288.51
32	23333487	Oracle Diagnostics Pack - Named User Plus Perpetual	11/21/2024	11/20/2025		100	Software Update License & Support	\$ 1,721.11
33	23333487	Oracle Tuning Pack - Processor Perpetual	11/21/2024	11/20/2025		4	Software Update License & Support	\$ 2,288.51
34	23333487	Oracle Internet Developer Suite - Named User Plus Perpetual	11/21/2024	11/20/2025		1	Software Update License & Support	\$ 663.67
35	23333487	Oracle Diagnostics Pack - Processor Perpetual	11/21/2024	11/20/2025		4	Software Update License & Support	\$ 3,433.15
36	23333487	Oracle WebLogic Suite - Named User Plus Perpetual	11/21/2024	11/20/2025		100	Software Update License & Support	\$ 10,307.78
37	23333487	Oracle Database Enterprise Edition - Processor Perpetual	11/21/2024	11/20/2025		4	Software Update License & Support	\$ 21,741.26
38	23333487	Oracle WebLogic Server Management Pack Enterprise Edition - Named User Plus Perpetual	11/21/2024	11/20/2025		100	Software Update License & Support	\$ 2,742.43
39	23333487	Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	11/21/2024	11/20/2025		4	Software Update License & Support	\$ 5,492.43
40	23333487	Oracle Database Enterprise Edition - Named User Plus Perpetual	11/21/2024	11/20/2025		100	Software Update License & Support	\$ 10,875.17

41	23333487	Oracle WebLogic Suite - Processor Perpetual	11/21/2024	11/20/2025		4	Software Update License & Support	\$	20,596.61
								SULS SUBTOTAL	\$ 87,881.37
								PREMIER SUPPORT FOR SYSTEMS SUBTOTAL	\$ 31,856.06
								Support Total Base year:	\$ 119,737.43

								SUPPORT TOTAL	\$ 119,737.43
This quotation contains data that shall not be disclosed outside of City of Roseville and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose without the express written consent of Mythics, LLC unless otherwise required by law									

This quotation is an estimate and is an invitation for you to offer to purchase support services from Mythics subject to the terms and conditions herein. Your order is subject to Mythics' acceptance.

- You agree that Mythics has the right to cancel your support due to non-payment.
- By confirming, referencing or placing an order based on this quote, you are agreeing that the support being purchased is for electronic delivery only and there is no transfer of tangible property. Media is available for download at no additional cost at <http://edelivery.oracle.com/>
- Support services are provided under Oracle's then current technical support policies located at <https://www.oracle.com/support/policies.html> and the valid end user agreement set forth in the contract referenced at the top of this quote
- Applicable State taxes will be added unless an exemption is provided.
- Orders are non-cancellable.
- Support is invoiced Net 30 payment terms
- Option year pricing is subject to change based on Oracle pricing adjustments/surcharges.

RIGHTS IN DATA: Oracle programs, including the operating system, integrated software, any programs installed on hardware and/or documentation, delivered in accordance with the terms and conditions of the contract are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR"). As such, use, duplication, disclosure, modification, and adaptation of the programs, including the operating system, integrated software, any programs installed on the hardware, and/or documentation, shall be subject to the End User Agreement, and then, to the extent applicable, the additional rights set forth in FAR 52.227-19, Commercial Computer Software (DEC 2007) wherein for the purposes of the contract "Government" shall mean the ordering activity. Issuance of an order off this quote signifies buyer agreement that no additional FAR clauses pertaining to Rights in Data apply.

WARRANTY: The warranty for the products you are purchasing is outlined in the End User Agreement that is referenced on this quote. Additional warranties are not accepted and considered to be null and void.

SECURITY/PRIVACY: No Oracle Authorized Reseller can agree to accept security or privacy clauses without the express written approval of Oracle; most public sector (State or Locality) specific clauses pertaining to security or privacy do not apply to Commercial Off The Shelf (COTS) or commercial items. End users will not transmit PII or PHI to Contractor or Oracle during the performance/delivery or use of the line items quoted herein. Customer Ordering Activity would need to execute a BAA directly with Oracle in the event PHI is transmitted or accessed. A valid PO will not contain public sector, State or Locality specific clauses pertaining to security and privacy or will otherwise state on the PO those clauses do not apply.

This is not an exhaustive list, and additional terms may be identified for removal or non-application





COUNCIL COMMUNICATION

CC #: 3620
File #: 0800-02

Title: Sacramento Suburban Water District - Mutual Aid and Assistance Agreement and Cost Sharing, Ownership, Operation and Maintenance of Interties Agreement
Contact: George Hanson 916-746-1764 ghanson@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a resolution authorizing the City Manager to execute a Mutual Aid and Assistance Agreement with Sacramento Suburban Water District; and
2. Adopt a resolution authorizing the City Manager to execute an Agreement with Sacramento Suburban Water District for Cost Sharing, Ownership, Operation and Maintenance of Interties.

BACKGROUND

Mutual Aid and Assistance Agreement

There may be a need for mutual assistance by the City of Roseville (City) and Sacramento Suburban Water District (SSWD) to respond to emergencies occurring either within the City or SSWD Service Area.

SSWD is a county water district in Sacramento County serving portions of the unincorporated communities generally bounded by the Placer County line to the north; Dewey Drive, Manzanita Avenue and Walnut Avenue to the east; the American River to the south; and the City of Sacramento and the western boundary of McClellan Business Park to the west ("SSWD Service Area").

SSWD has access to surface water and has groundwater facilities. SSWD has groundwater well facilities in its North Service Area (NSA) that could be utilized to provide water to the City during an emergency.

The City has access to surface water and has Aquifer Storage and Recovery (ASR) groundwater facilities. The City's surface water agreement has place of use (POU) limitations that currently does not include the SSWD service area. The City has surface water facilities that could provide water to SSWD's NSA during an emergency.

The City and SSWD desire to set forth in this Agreement the operating criteria of the two water systems' interconnections between the City and SSWD, to deliver water supplies either to the City's service area or to SSWD service area during emergency situations. Refer to Exhibit A for a copy of this Agreement.

Agreement for Cost Sharing, Ownership, Operation and Maintenance of Interties that connect the City's water distribution system to SSWD's water distribution system

This Agreement covers responsibilities and financial obligations of both the City and SSWD, jointly and individually, for the operation and maintenance of the intertie facility that connects the City's water distribution system to SSWD's water distribution system. The intertie facility is located at 9898 Antelope Road, Roseville, CA 95747, in the northwest corner of Antelope Road and the Placer County and Sacramento County line. This Agreement supplements the Mutual Aid and Assistance Agreement between the City and SSWD. Refer to Exhibit B for a copy of this Agreement.

FISCAL IMPACT

Adopting resolutions authorizing the City Manager to execute a Mutual Aid and Assistance Agreement and the Cost Sharing, Ownership, Operation and Maintenance of Interties Agreement between the City and SSWD does not result in any fiscal impact. In the event of an emergency, costs of materials, staff, and water that SSWD provides would be paid out of the Water Operations Fund, which would require a separate Council action.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. A Mutual Aid and Assistance Agreement and the Cost Sharing, Ownership, Operation and Maintenance of Interties Agreement between the City and SSWD meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

George Hanson, Water Utility Manager

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-375

Mutual Aid Agreement

Resolution 24-376

Cost Share Agreement

RESOLUTION NO. 24-375

APPROVING A MUTUAL AID AND ASSISTANCE AGREEMENT, BY AND BETWEEN
THE CITY OF ROSEVILLE AND SACRAMENTO SUBURBAN WATER DISTRICT, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Mutual Aid and Assistance Agreement Between City of Roseville and
Sacramento Suburban Water District, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
CITY OF ROSEVILLE AND SACRAMENTO SUBURBAN WATER DISTRICT**

AGREEMENT

This Agreement is entered into as the ____ day of _____, 2024, by and between the Sacramento Suburban Water District (SSWD), a public agency, and the City of Roseville (City), a public agency (together, Agencies).

**ARTICLE I.
RECITALS**

A. There may be a need for mutual assistance by the Agencies to respond to emergencies in either SSWD or City.

B. SSWD has access to surface water and has groundwater facilities. SSWD has groundwater well facilities in its North Service Area (NSA) that could be utilized to provide water to the City during an emergency.

C. City has access to surface water and has groundwater facilities. City surface water agreement has place of use (POU) limitations that currently does not include the SSWD service area (as shown on Exhibit 1 to this Agreement, “Place of Use Limitations”). City has surface water facilities that could provide water to SSWD’s NSA during an emergency.

D. City and SSWD desire to set forth in this Agreement the operating criteria of the two water systems’ interconnections (as shown on Exhibit 2 to this Agreement, “Interconnections”) between City and SSWD, to deliver water supplies during emergency situations.

**ARTICLE II.
DEFINITIONS**

When used in this Agreement, the following terms are defined as set forth in this section:

A. “Agreement” means this Mutual Aid and Assistance Agreement between the Sacramento Suburban Water District and the City of Roseville.

B. “City” means the City of Roseville.

C. “SSWD” means the Sacramento Suburban Water District

MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
CITY OF ROSEVILLE AND SACRAMENTO SUBURBAN WATER DISTRICT

D. "City Water System" means the water conveyance and related facilities (which are shown on Exhibit 2 to this Agreement) to be used by City to receive water supplies from SSWD.

E. "SSWD Water System" means the water conveyance and related facilities (which are shown on Exhibit 2 to this Agreement) to be used by SSWD to furnish water supplies to City.

F. "Emergency" means the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of SSWD and/or City, requiring the combined forces to combat..

G. "Period of Assistance" means the specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in the agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

H. "Members" means the public Water Utility that manifests intent to participate in the Mutual Aid and Assistance by executing this Agreement.

1. "Requesting Member" means a Member who requests aid or assistance under this Agreement.

2. "Responding Member" means a Member that responds to a request for aid or assistance under this Agreement.

3. "Non-Responding Member" means a Member that does not provide aid or assistance during a Period of Assistance under this Agreement.

I. "Authorized Official" means an employee or officer of a Member utility that is authorized to: Request assistance, offer assistance, refuse to offer assistance, or withdraw assistance under this Agreement.

J. "Confidential Information" means any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of any participating Agency in this Agreement.

K. "Interconnection" means a pipeline connection between the SSWD water system and the City water system that is shown in Exhibit 2 to this Agreement. The Interconnection is the point of delivery for water supplies provided under this Agreement. The Interconnection includes pipe sections, water flow measurement devices and, in some instances, water control valves, that connect the SSWD and City water systems. The Interconnection includes facilities to measure water and allow water to flow from one water system to the other

MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
CITY OF ROSEVILLE AND SACRAMENTO SUBURBAN WATER DISTRICT

water system. The Interconnection in this Agreement is located as shown on Exhibit 2. The Interconnection may be changed (and a new Exhibit 2 prepared) upon the written consent of SSWD and City.

L. Emergency conditions and indicators including “system pressures” and “outside temperature” are defined in Exhibit 3.

M. A “resource inventory” including equipment, supplies, and personnel for each Member, is defined in Exhibit 4.

ARTICLE III.
REQUESTS FOR ASSISTANCE

In the event of an Emergency, a Member’s Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member or the first available contact person as described in Exhibit 3 of this Agreement. Specific protocols for requesting aid are provided in the required procedures described below. In the event that a Member becomes a Requesting Member, the following procedure shall be followed:

The Requesting Member shall contact the Authorized Official Responding Member and provide them with the following information:

1. A general description of the damage sustained, if relevant, or the incident that is triggering the request for Mutual Aid;
2. The part of the water system for which assistance is needed;
3. The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
4. The present weather conditions and the forecast for the next twenty-four hours;
5. A specific time and place for a representative of the Requesting Member to meet the personnel/equipment of the Responding Member; and
6. The identification of work conditions and any special constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc.

The Requesting Member shall have the responsibility of providing communications between the personnel of the Responding Member and the Requesting Member.

MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
CITY OF ROSEVILLE AND SACRAMENTO SUBURBAN WATER DISTRICT

ARTICLE IV.
RESPONDING MEMBER PROCEDURES

A. Response to a Request for Assistance. Members of the Agreement are not obligated to respond to a request. After a Member receives a request for assistance, the Authorized Official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it will respond. If the Responding Member is willing and able to provide assistance, the Responding Member shall provide the Requesting Member with the following information:

1. A complete description of the personnel, equipment and materials to be furnished to the Requesting Member.
2. The estimated length of time the personnel, equipment and materials will be available;
3. The work experience and ability of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the Authorized Official of the Requesting Member.

The Requesting Member and Responding Member shall analyze, discuss, and determine a course of action, taking into account the information provided by each of the agencies. If the Responding Member is willing and able to provide assistance, they shall work with the Requesting Member to determine a plan and procedure for implementing the proposed course of action. The plan shall provide for the most appropriate possible utilization of personnel, equipment, materials and or/facilities necessary to minimize adverse impacts of the emergency condition to either City or SSWD. The plan shall include procedures for regular communication as available to each party between the Agencies during the emergency concerning implementation of and possible revisions of the plan.

B. Discretion of Responding Member's Authorized Official. Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Member's decisions on the availability of resources shall be final.

C. Control. Employees so provided remain at all times the employees of the Responding Member and at all times are subject to the direction and control of the Responding Member. Such Responding Member, however, will ensure the direction and control of those employees is consistent with the Requesting Member's needs under the NIMS Incident Command System. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.

MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
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D. Food and Shelter. Whenever practical, Responding Member personnel must be self-sufficient for up to 72 hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for responding personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the State per diem rates for that area. To the extent Food and Shelter costs exceed the State per diem rates for the area; the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.

E. Communication. If necessary, the Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio, or cellular phones, or list of cell phone numbers in order to facilitate communications with local responders and utility personnel.

F. Status. Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.

G. Licenses and Permits. To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

H. Right to Withdraw. The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

ARTICLE V.
INTERCONNECTION(S) & WATER SUPPLIES

City and SSWD desire to set forth in this Agreement the operating criteria of the water system interconnection(s) (as shown on Exhibit 2 to this Agreement, "Interconnection") between the City water system and the SSWD water system, to deliver interim water supplies during high water-demand conditions and emergency situations.

A. Operating Criteria for Interconnection(s). The Operating Criteria as outlined in Exhibit 3 of this Agreement will set forth who operates the interconnection(s).

MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
CITY OF ROSEVILLE AND SACRAMENTO SUBURBAN WATER DISTRICT

B. Modification to Interconnections. The owner of the Interconnection may make modifications to the Interconnection(s) as it determines necessary in the prudent operation of the Interconnection(s) and the water system. The Requesting Member may propose to the owner modification to the Interconnection(s). The Owner will review and comment on, and consider approval of, any such modification proposed by the Requesting Member within 30 days of receipt of the proposal from the Requesting Member. The Interconnection owner will notify the Requesting Member at least 48 hours in advance of any modification to the Interconnection(s).

C. Water Quality. Water Supplies delivered by each Member under this Agreement shall meet the standards for water quality established by (a) the California State Water Resources Control Board, Division of Drinking Water (DDW) and Environmental Protection Agency (EPA), or its successor agency, and (b) federal agencies with jurisdiction over drinking water standards. In the event that water is provided from one Member to the other, the Responding Member shall provide the requesting member a copy of the Responding Member's latest consumer confidence water quality report to facilitate the Requesting Member's water quality reports to its retail customers as required by State or Federal Law.

1. Groundwater – It is assumed that both agency's groundwater meets the safe drinking water levels for drinking water as established by DDW and/or EPA. If a water quality problem results from implementing this Agreement, the Agency that requested assistance shall bear full responsibility for resolving any water quality impact.
2. Surface Water – The introduction of surface water into systems predominately on groundwater or the introduction of groundwater into systems predominately on surface water has, on occasion, caused water quality problems. If a water quality problem results from implementing this Agreement, the Agency that requested assistance shall bear full responsibility for resolving any water quality impacts.

D. Sources of Water Supplies. The water supplies that may be available during the current term of this Agreement for delivery from a Responding Member include groundwater supplies from SSWD and surface and/or groundwater from City.

E. Place of Use Limitations. Water supplies furnished to the Requesting Member under this Agreement will not be sold or otherwise disposed of by the Requesting Member for use outside of the boundaries of the Requesting Member as of the effective date of this Agreement, without the prior written consent of the Responding Member, which consent may be withheld at the sole discretion of the Responding Member. Place of use limitations for each Member are shown on Exhibit 1.

F. No Responsibility for Distribution of Water beyond Point of Delivery. The Responding Member is not responsible for the control, carriage, handling, use, disposal or distribution of water supplies furnished to the Requesting Member under this Agreement beyond the Interconnection. The Responding Member will not be liable for claims of damage of any nature whatsoever, including but not limited to property damage or personal injury, arising out of or connected with the control, carriage, handling, use, disposal or distribution of water supplies furnished to the Requesting Member under this Agreement past the Interconnection. The

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Responding Member will not be liable for changes in water quality or violations of drinking water standards downstream of the Interconnection, but will consult and cooperate with the Requesting Member to avoid such violations.

ARTICLE VI.
MODIFICATION OF INVENTORY

City and SSWD agree to update Equipment Inventory information between systems (Exhibit 4), including changes in supplies (for example, change in chemical product), equipment and personnel.

ARTICLE VII.
COST REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties; provided, that any Responding Member may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requesting Member without charge or cost.

A. Personnel. The Responding Member shall be reimbursed by the Requesting Member for personnel costs incurred for work performed during the specified Period of Assistance. Responding Member personnel costs shall be calculated according to the most current and up to date pricing and in compliance to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member could consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

B. Equipment. The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such current rates in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.

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C. Materials and Supplies. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

D. Wholesale Water Rates and Charges. The Responding Member will set wholesale water rates and charges from time to time for furnishing interim water supplies to the Requesting Member under this Agreement, that reflect the Responding Member's costs of furnishing interim water supplies, including without limitation, the costs of untreated water, extraction, treatment, conveyance, wheeling if applicable, and the cost of operation, maintenance, repair, replacement of, and capital improvements to, the Responding Member Water System, together with costs incurred by the Responding Member under other sections of this Agreement. The Responding Member's wholesale water rates and charges will reflect the melded cost of water from the various sources of supply utilized by the Responding Member at the time of the request. The wholesale water rate shall be the then applicable current rates during the Period of Assistance.. The rate reflects the cost of providing water service from all sources of supply available to the Responding Member during the current term of this Agreement. In no event will the amount charged to the Requesting Member for water supplies under this Agreement exceed the total retail rate charged by the Responding Member to retail water customers of the Responding Member in its Service Area.

E. Payment Period. The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Responding Member must send the itemized bill not later than (90) ninety days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.

F. Records. Each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

G. General Obligation Requesting Member. The obligations of the Requesting Member under this Agreement will constitute general obligations of the Requesting Member,

MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
CITY OF ROSEVILLE AND SACRAMENTO SUBURBAN WATER DISTRICT

and the Requesting Member will use all of the powers and resources available to it under the law to collect the funds necessary for, and to pay, the Requesting Member's obligations to the Responding Member under this Agreement. The Requesting Member as a whole is obligated to pay the Responding Member the payments becoming due under this Agreement, notwithstanding any individual default by its water users, customers or others in the payment to the Requesting Member of assessments, taxes or other rates and charges levied by the Requesting Member.

ARTICLE VIII.
DISPUTES

If any controversy or claim arises out of, or relates to, the execution of the Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

ARTICLE IX.
GENERAL INDEMNITY

Each party to this Agreement will indemnify, defend and hold harmless the other party, and its respective directors, officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, settlements and costs (including, but not limited to, interest, penalties, attorney, expert witness and consulting fees, and litigation costs) of any nature arising out of the party's performance under this Agreement and caused by any negligent act or omission, willful misconduct or violation of law of or by the party, or the party's employees, volunteers, agents, contractors and subcontractors. It is the intention of both Members that where fault is determined to be joint or contributory, principles of comparative fault will be followed and each party shall bear the proportionate costs of that party, its officers, directors, employees, volunteers, agents, its respective governing Board and each party's contractors and subcontractors.

ARTICLE X.
CLAIMS

A Member who becomes aware of a claim or suit that in anyway, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
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ARTICLE XI.
NOTICE

Any notice and other communications required under this Agreement will be in writing, and will be deemed to have been duly given upon the date of service, if (a) served personally on the party to whom notice is to be given, or (b) sent by electronic mail, and the party to whom notice is to be given confirms receipt, or (c) on the third day after mailing, if mailed to the party to whom notice is to be given, by first-class mail, postage prepaid, and properly addressed to the following:

City Manager
City of Roseville
311 Vernon Street
Roseville, California 95678

General Manager
Sacramento Suburban Water District
3701 Marconi Avenue, Suite 100
Sacramento, California 95821-5346

Member Responsibility. Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access, and maintain resource information that may be available from the utility for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur, and be provided to the other agency.

ARTICLE XII.
CONFIDENTIAL INFORMATION

To the extent provided by law, each Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member requests or demands, by subpoena or otherwise, that a Member disclose any Confidential Information disclosed under this Agreement, the Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XIII.
EFFECTIVE DATE & TERM AND TERMINATION

This Agreement shall be effective after each Member's authorized representative executes the Agreement. This Agreement will remain in effect until terminated by City or SSWD upon giving 90-day written notice of termination to the other party.

MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
CITY OF ROSEVILLE AND SACRAMENTO SUBURBAN WATER DISTRICT

ARTICLE XIV.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the other member agency Authorizing Official. Withdrawal takes effect 60 days after the appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XV.
GENERAL PROVISIONS

A. Supporting Resolutions. Each party represents that it has legal authority to enter into this Agreement and to perform its obligations hereunder, and will provide to the other party concurrent with execution of this Agreement, a duly-authorized resolution or other document authorizing the person executing this Agreement to do so.

B. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract concerning the subject matter of this Agreement, and superseded all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement.

C. Construction and Interpretation. The parties acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

D. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

E. Amendment. The terms of this Agreement may be modified or amended only by a subsequent written agreement approved and executed by the parties.

F. Relationship of Parties. Nothing in the Agreement will be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation or liability.

G. Prohibition on Third Parties and Assignment of Rights/Duties. This Agreement will not be construed to create any third-party beneficiaries. This Agreement is for the sole benefit of the parties and their respective successors and permitted transferees and

MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
CITY OF ROSEVILLE AND SACRAMENTO SUBURBAN WATER DISTRICT

assigns, and no other person or entity will be entitled to rely on or receive any benefit from this Agreement or any of its terms.

H. Insurance. Each Member, at its sole cost and expense, shall carry insurance or self-insure to cover its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty days advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in the Agreement is a material breach of contract and is grounds for termination of the Agreement.

I. Successors and Assigns. This Agreement will bind and be for the benefit of the respective successors and assigns of the parties, except that, no assignment or transfer of any rights or duties of a party under this Agreement will be effective unless approved in writing by the other party.

J. Opinions and Determinations. Where the terms of this Agreement provide for an action to be based on the opinion, determination, approval or review of either party, such terms are not intended to be, and will not be construed as permitting, such action to be arbitrary, capricious or unreasonable. Any opinion, determination, approval or review required of a party under this Agreement will be provided in a timely manner.

K. Reasonable Cooperation. The parties will reasonably cooperate with each other, including the execution of all necessary documents, to carry out the purposes and intent of this Agreement.

L. Waiver. The waiver at any time by a party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed to be a waiver with respect to any subsequent default or matter.

M. Remedies Not Exclusive. The remedies provided in the Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Agreement will be without prejudice to the enforcement of any other remedy.

N. Contact Persons. Each party will designate in writing to the other party from time to time its operational personnel (including on-call personnel) for contact purposes under this Agreement, as presented in Exhibit 3.

MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
CITY OF ROSEVILLE AND SACRAMENTO SUBURBAN WATER DISTRICT

The foregoing is hereby agreed to by the parties as of the effective date of this Agreement.

City of Roseville

Sacramento Suburban Water District

By

By

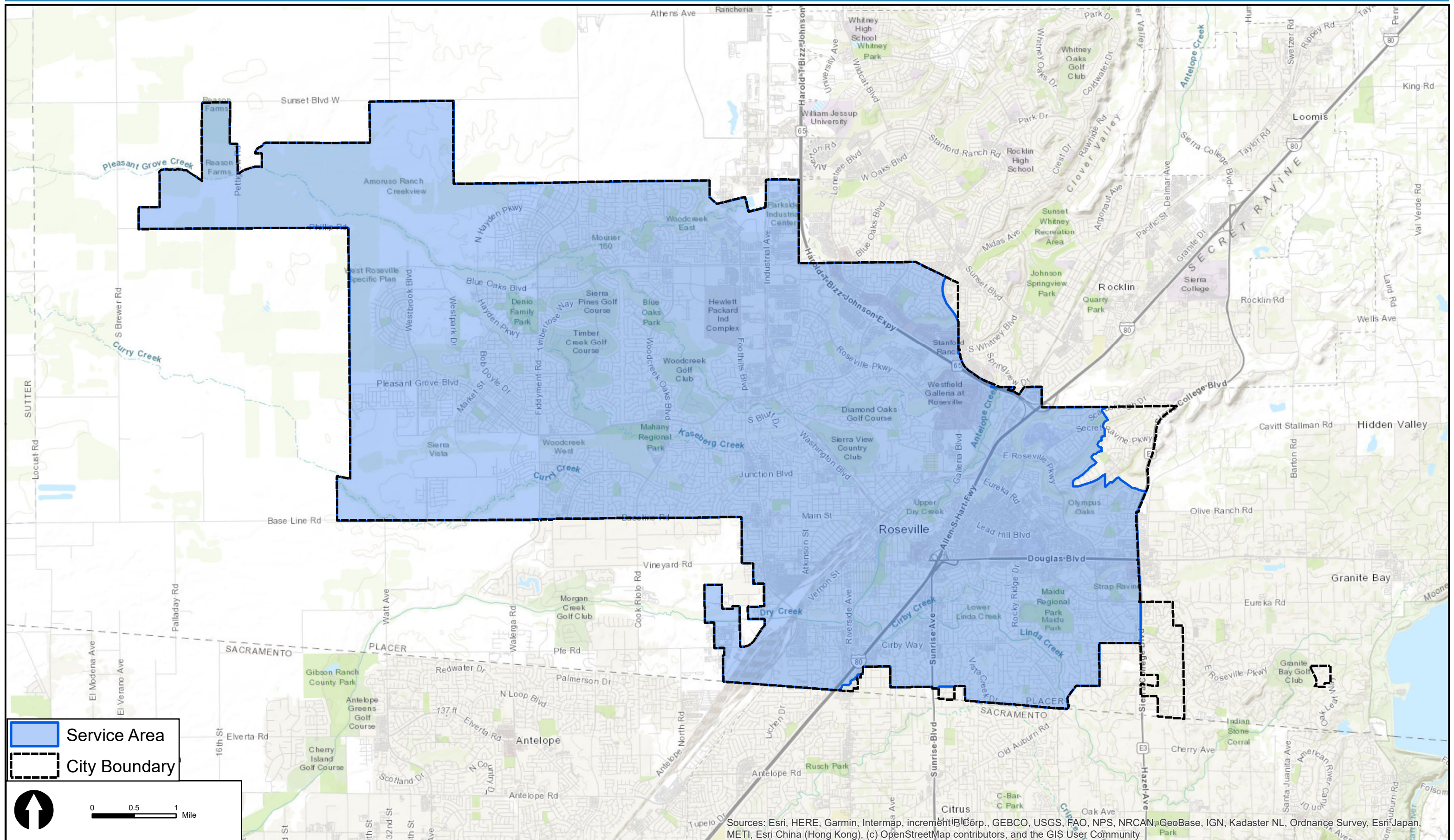
Dominick Casey, City Manager



Daniel York, General Manager

Attachments:

- Exhibit 1 – Place of Use Boundaries
- Exhibit 2 – City and SSWD Interconnection
- Exhibit 3 – Emergency Interconnection Operating Criteria
- Exhibit 4 – City and SSWD Water System Inventory
- Exhibit 5 – City and SSWD Organization Charts



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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EXHIBIT 2
CITY & SSWD
INTERCONNECTION

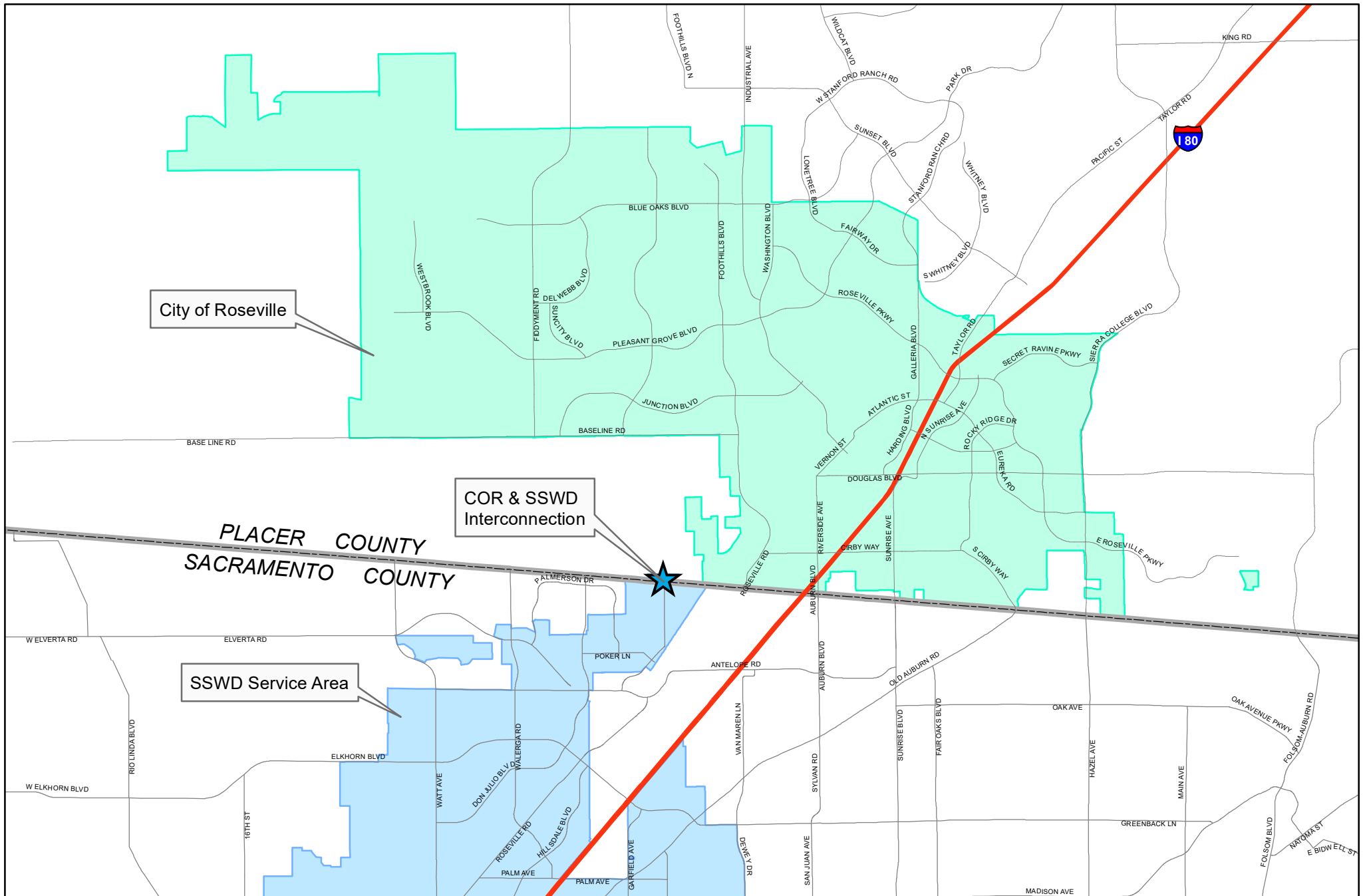
SUMMARY

This document provides details related to the water system interconnection included in this Agreement.

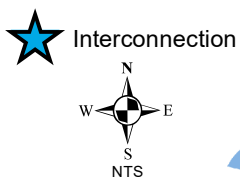
LIST OF INTERCONNECTION(S)

Interconnection Label on Map	Location	Related facilities	Flow direction	Comments
Intertie	9898 Antelope Road			

A location map of the interconnection to be used to supply emergency water under this Agreement is provided on Exhibit 2. Detailed maps for illustrating the location of the interconnection, including pipelines, meter valves, control valves, related facilities are provided on Exhibit 2 – Figure 2.

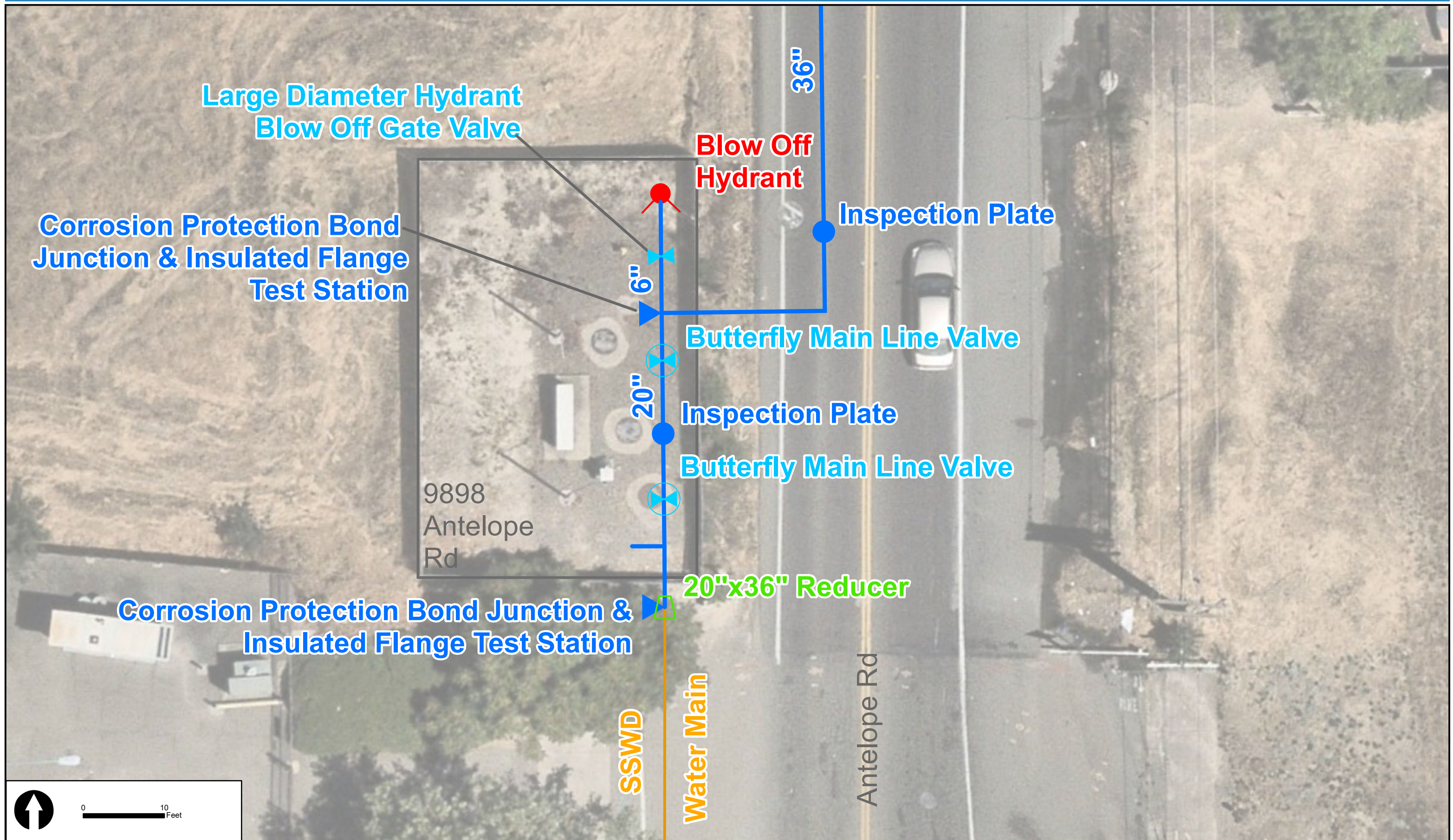


- City of Roseville
- Portion of SSWD
- County Boudary



MAA Exhibit 2 - Figure 1 Interconnection Map - COR & SSWD Interconnection

Drawn by: JWS - SSWD
Date: October 8, 2024
File: MAA Exhibit 2.mxd



MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
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EXHIBIT 3

CITY & SSWD
EMERGENCY INTERCONNECTION OPERATING CRITERIA

OPERATING CRITERIA

This document outlines general delivery guidelines and criteria for the operation of service connection(s) between City and the SSWD (Agencies).

The water service connection(s) available for emergency use are described in Exhibit 2 of this agreement.

LIST OF CONTACTS

The following listed City and SSWD contact names and phone numbers is provided in order of contact priority.

8:00 a.m. – 4:30 p.m., Monday – Friday

City

Main	916-774-5750
Water Utility Manager	916-746-1764
Water Distribution Superintendent	916-774-5753
Water Treatment Plant Chief Operator	916-746-1996

SSWD

Main	916-972-7171
Superintendent – Production	916-679-2892
Operations Manager	916-679-2883
Engineering Manager	916-679-3991
Assistant General Manager	916-679-2887
General Manager	916-679-3973

4:30 p.m. – 8:00 a.m., Monday – Friday, and weekends and Holidays

Each Agency's answering service will be instructed to notify its on-call personnel. The on-call personnel will be instructed to notify one of the above personnel.

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OPERATIONAL PARAMETERS

The following are some parameters to potentially address:

1. For initial start-up, and for subsequently significant shutdown periods, Responding Agency will call to communicate delivery status.
2. Operator from the Responding Agency will check the system pressure. If the system pressures are adequate, water can be provided. If pressures are not adequate, the Responding Agency will deny the request for delivery and the valve will not be opened.
3. When the Responding Agency authorizes a request for delivery, and the intertie connection valve(s) has been opened, each Agency's Operator shall monitor the pressure in their system. If at any time, the pressures fall below minimum operating parameters in the Responding Agency's service area, the Responding Agency shall notify the Requesting Agency of the need to reduce flow at the intertie(s).
4. The Responding Agency shall be responsible for reading the meter and recording the time and flow quantities.
5. The aforementioned delivery criteria can be modified at the discretion and approval of the Agencies.

OPERATIONAL PROCEDURES

1. Opening of Valve(s) – Appropriate representatives of both SSWD and City will meet at the intertie site(s), verify the meter reading(s), and then open the valve(s) slowly until fully open.
2. Setting Pressure Sustaining Valve, where applicable – The valve shall be set by representatives from the Requesting Agency and verified by the Responding Agency. The pressure setting will allow water to enter the Requesting Agency system should the Requesting Agency's system pressure drop below 30 psi.
3. Closing of Valve(s) – Both City and SSWD representatives will meet at the intertie site(s), verify the meter reading(s), and then close the intertie valve(s).

AGREEMENT:

Both parties agree to the procedures and conditions set forth in this document to deliver water to the designated Interconnection(s) set forth in this Agreement, by and between the CITY OF ROSEVILLE and the SACRAMENTO SUBURBAN WATER DISTRICT.

Dated: _____, 20__

MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
CITY OF ROSEVILLE AND SACRAMENTO SUBURBAN WATER DISTRICT

CITY OF ROSEVILLE

By: _____
Dominick Casey, City Manager

SACRAMENTO SUBURBAN WATER DISTRICT

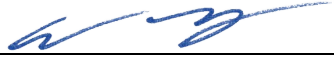
By:  _____
Daniel York, General Manager

EXHIBIT 4
CITY OF ROSEVILLE & SACRAMENTO SUBURBAN WATER DISTRICT
RESOURCE INVENTORY

SUMMARY

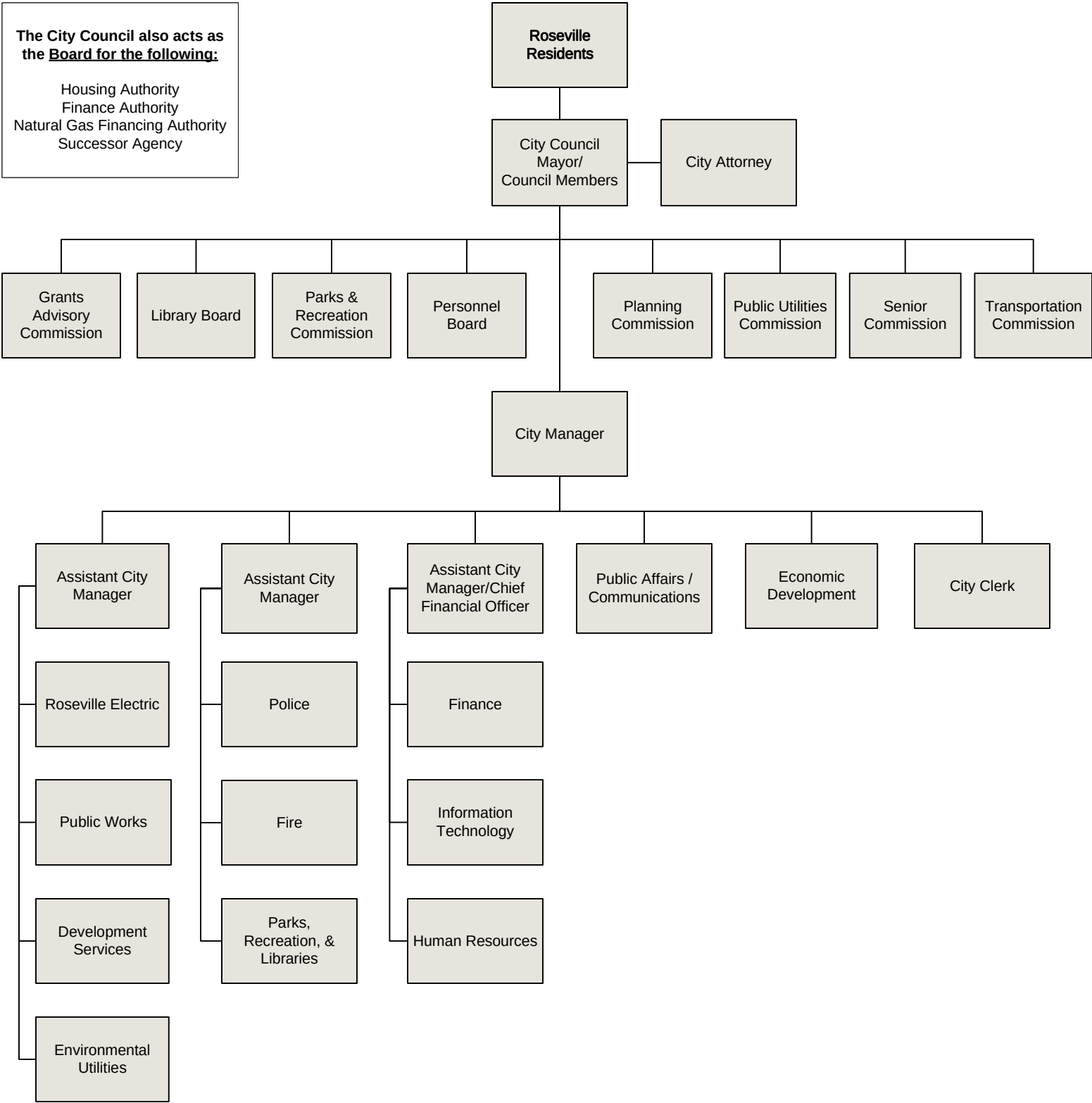
To be furnished when services are provided.

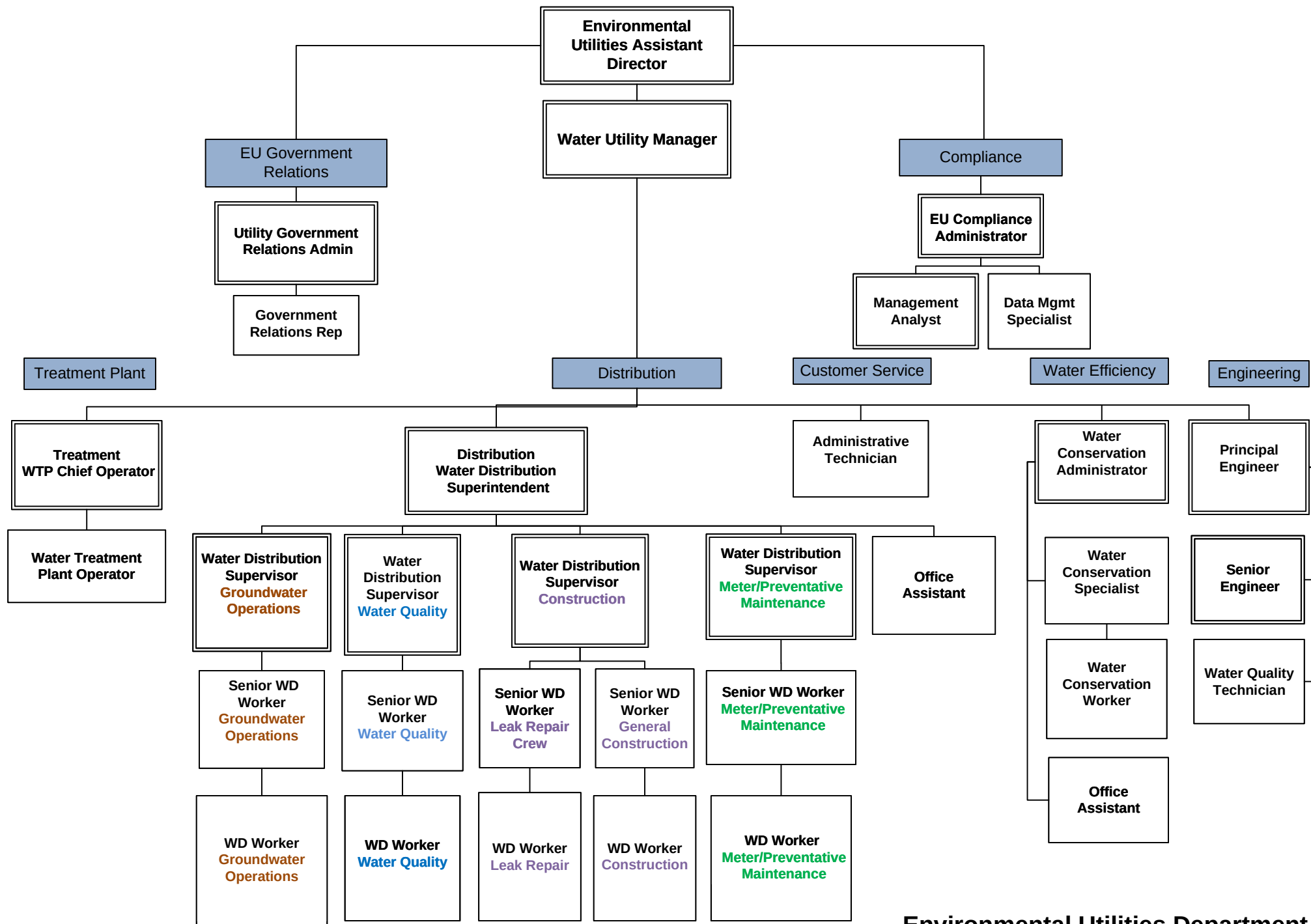
This document provides an inventory of resources including personnel and equipment for each Member. An inventory of supplies is located in each Member's inventory database and a current list from the Responding Member's inventory database can be provided to the Requesting Member upon request.

Exhibit 5

The City Council also acts as the Board for the following:

Housing Authority
Finance Authority
Natural Gas Financing Authority
Successor Agency

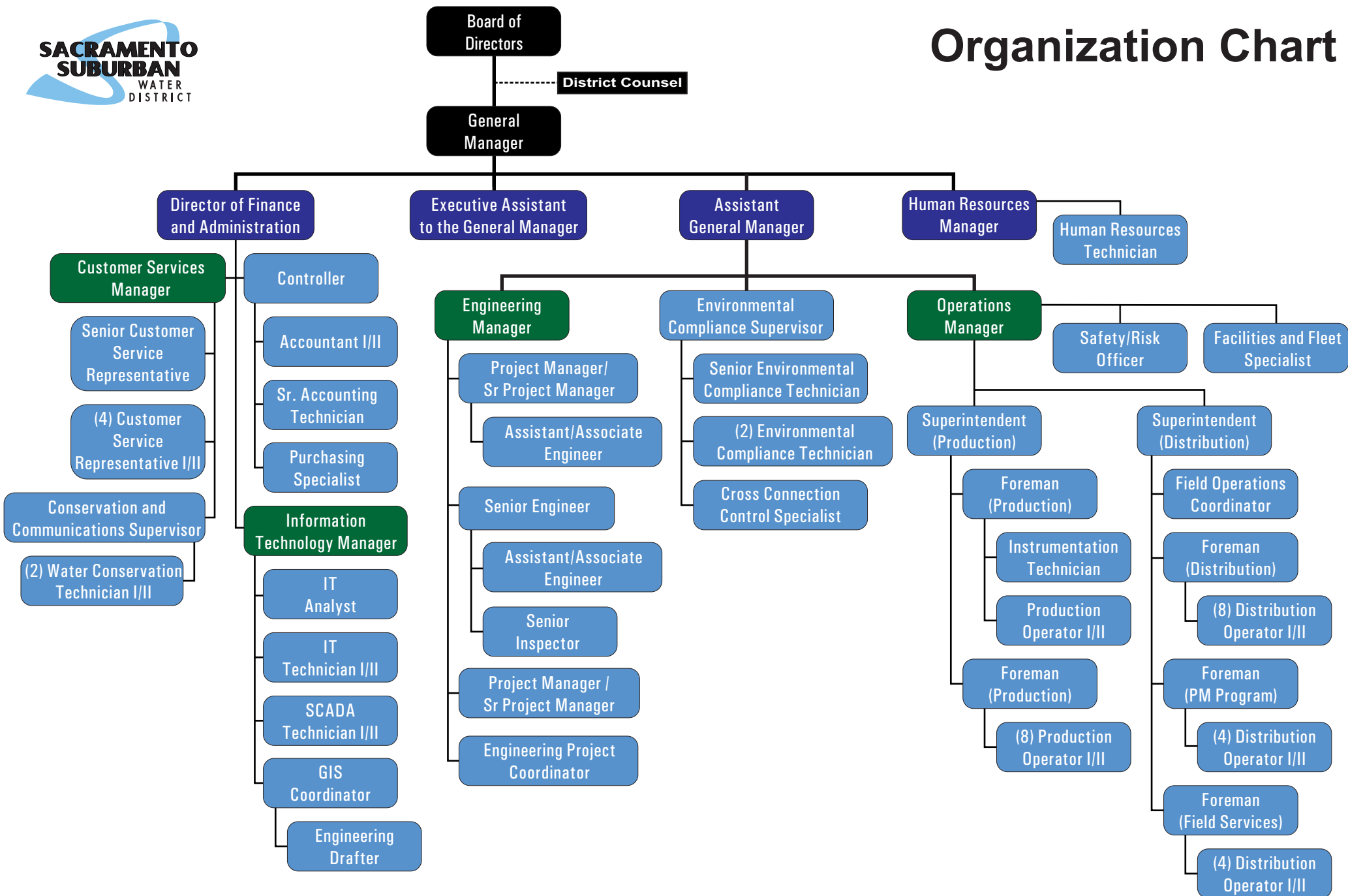




**Environmental Utilities Department
Water Utility**



Organization Chart



SSWD Administrative Office

3701 Marconi Avenue, Suite 100 | Sacramento, CA 95821-5346

Phone: 916.972.7171 | Fax: 916.972.7639

Office Hours: 8:00 a.m. to 4:30 p.m. Monday-Friday

Website: sswd.org

MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
CITY OF ROSEVILLE AND SACRAMENTO SUBURBAN WATER DISTRICT

Equipment Inventory – SSWD: To be furnished when services are provided.

MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
CITY OF ROSEVILLE AND SACRAMENTO SUBURBAN WATER DISTRICT

Equipment Inventory – City: To be furnished when services are provided.

RESOLUTION NO. 24-376

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND
SACRAMENTO SUBURBAN WATER DISTRICT, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement Between City of Roseville and Sacramento Suburban Water
District for Cost Sharing, Ownership, Operation and Maintenance of Interties, 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
_____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**AGREEMENT BETWEEN CITY OF ROSEVILLE AND SACRAMENTO SUBURBAN
WATER DISTRICT FOR COST SHARING, OWNERSHIP, OPERATION AND
MAINTENANCE OF INTERTIES**

This Agreement Between City of Roseville and Sacramento Suburban Water District for Cost Sharing, Ownership, Operation and Maintenance of Interties ("Agreement") is entered into as the ____ day of _____, 2024, by and between City of Roseville, hereinafter "CITY" and Sacramento Suburban Water District, hereinafter "SSWD". The "Parties" refers jointly to both parties to this Agreement and a "Party" refers to one of the parties to this Agreement.

BACKGROUND

A. The CITY is a Charter City located in Placer county, provides retail water services within the City's boundaries and is generally bounded by Sierra College Bl, Highway 65, Santucci Blvd., and Baseline Rd. ("CITY Service Area").

B. SSWD is a county water district in Sacramento County serving portions of the unincorporated communities generally bounded by the Placer County line to the north; Dewey Drive, Manzanita Avenue and Walnut Avenue to the east; the American River to the south; and the City of Sacramento and the western boundary of McClellan Park to the west ("SSWD Service Area").

C. This Agreement covers responsibilities and financial obligations of the Parties, jointly and individually, for the operation and maintenance of the interties described in Section 1 below.

D. This Agreement shall supplement the Mutual Aid and Assistance Agreement Between the CITY and SSWD dated _____ (the "Mutual Aid Agreement"). To the extent of any inconsistencies between the two agreements, the Mutual Aid Agreement shall control.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. Antelope Road Intertie

i. Intertie Location. The Antelope Road Intertie is located at 9898 Antelope Road, Roseville, CA 95747. This is the northwest corner of Antelope Road and the Placer County and Sacramento County line.

ii. Intertie Description. Following is a list of the major components of the intertie facility.

- a) One 20" bidirectional magnetic flow meter (20MGD capacity) in an underground vault which also contains pressure instrumentation and vault flood detection
- b) Yard piping and valves
 - i. From flow meter to City's water distribution system: 20" D.I.P., 20" butterfly valve, 20" Tee, 20"x36" reducer, 6 inch hydrant blow off valve, and 36" CCP.
 - ii. From flow meter to SSWD's water distribution system: 20" D.I.P., 20" butterfly valve, 20" Tee, 20"x36" reducer.
- c) Electrical control pedestal consisting of three sections
 - i. Section 1- SSWD PLC
 - ii. Section 2- City PLC
 - iii. Section 3- Power Distribution/metering
- d) Telemetry consisting of two 450 MHz radio antennas, one each for SSWD and City

2. Ownership and Maintenance of Interties.

- a) **SSWD** shall be the owner of the pipelines and appurtenances from the flange on the south side of the bi-directional flow meter to a point of connection with its distribution system, the electrical control pedestal Section 1, and dedicated radio antenna. SSWD shall be solely responsible for all costs and expenses relating to the operation, maintenance, repair, and replacement of these pipelines and appurtenances after construction.
- b) **CITY** shall be the owner of the pipelines and appurtenances from the flange on the north side of the bi-directional flow meter to a point of connection with its distribution system, the electrical control pedestal Section 2, and dedicated radio antenna. City shall be solely responsible for all costs and expenses relating to the operation, maintenance, repair, and replacement of these pipelines and appurtenances after construction.
- c) **BOTH PARTIES** shall jointly own the flow meter vault, flow meter and appurtenances within the vault, electrical pedestal Section 3, and site security fencing. All expenses associated with the repair, operation, maintenance, and replacement of these intertie components shall be jointly paid by the Parties in equal shares. To the extent there are any inconsistencies between the terms of the Mutual Aid Agreement and this Agreement, the Mutual Aid Agreement shall control.

3. Wholesale Water Rates and Charges.

Pursuant to the Mutual Aid Agreement, both Parties will set wholesale water rates and charges from time to time for furnishing interim water supplies to the Requesting Party, that reflect the Responding Party's costs of furnishing interim water supplies, including without limitation, the costs of untreated water, extraction, treatment, conveyance, wheeling (if applicable), and the cost of operation, maintenance, repair, replacement of, and capital improvements to, the Responding Party's Water System, together with costs incurred by the Responding Party under other sections of the Mutual Aid Agreement. The Responding Party's wholesale water rates and charges will reflect the cost of water depending on the sources of supply utilized by the Responding Party. The wholesale water rate upon the effective date of this Agreement will be the current rates at the time of this Agreement. The current rates at the time of this Agreement are attached as Exhibit A. The rate reflects the cost of providing water service from all sources of supply available to the Responding Party during the term of this Agreement. In no event will the amount charged to the Requesting Party for water supplies under this Agreement exceed the total retail rate charged by the Responding Party to retail water customers of the Responding Party in its service area. **Nothing in this Agreement or the Mutual Aid Agreement shall require the City to provide retail potable water service to new service areas outside its corporate limits, in accordance with the Roseville Charter Section 10.01.**

4. Representatives.

The Parties will each designate a Representative to serve as liaison in connection with the performance of the obligations described in this Agreement.

5. Access to Property and Facilities.

The Parties shall grant each other permission for necessary, reasonable, and noticed access to property and facilities. Each Party agrees to grant easements to the other as may be necessary.

6. Indemnification.

A Party ("Indemnifying Party") shall, at its expense and the request of the other Party ("Indemnified Party"), defend, indemnify, and hold harmless the Indemnified Party, and its directors, officers, employees, agents, representatives, and independent contractors, from any and all claims, causes of action, damages, suits, judgments, attorneys' fees, and liability of every description arising from or relating to the negligence, wrongful acts or breach of contract of the Indemnifying Party or its directors, officers, employees, agents, representatives, or independent contractors in their performance of this Agreement.

7. Governing Law.

This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of California.

8. Amendments to this Agreement.

Any amendments to this Agreement must be approved in writing by both Parties.

9. Assignment.

Neither Party will have the power or right to assign this Agreement or any rights or responsibilities hereunder without obtaining the other Party's prior written consent.

10. Further Assurance.

Each Party agrees to cooperate in providing information and documents to the other Parties, and shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be reasonably necessary in order to complete the transactions contemplated in this Agreement and to carry out the intent and purpose of this Agreement.

11. Severability.

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

12. Waivers.

A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

13. Interpretation.

Each Party has reviewed and revised this Agreement in consultation with its legal counsel and agrees that the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or Exhibits hereto. This Agreement shall be construed neither for nor against any Party, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the Parties.

14. Signatures and Authority.

Each Party warrants that the person signing this Agreement is authorized to act on behalf of the Party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The Parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Dominick Casey, City Manager
City of Roseville



Dan York, General Manager
Sacramento Suburban Water District

EXHIBIT A

SSWD Wholesale Water Rates

Rate	2023	2024	2025	2026	2027
Non-Residential \$/100 Cubic ft	\$1.47	\$1.52			

City of Roseville Water Rates

Rate	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
\$/100 Cubic ft	\$1.59	\$1.66			



COUNCIL COMMUNICATION

CC #: 3610
File #: 0800-02

Title: Construction Paving Services – On-Call Construction Services Agreement
Contact: Inderpreet K Chaggar 916-774-5553 ikchaggar@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an On-Call Construction Services Agreement with B&M Builders Inc. for Construction Paving Services. Additionally, staff requests authority for the City Manager or his designee to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the vendor is in the City's best interest.

BACKGROUND

The City of Roseville Environmental Utilities Department (EU) owns and operates the Dry Creek Wastewater Treatment Plant (DCWWTP), Pleasant Grove Wastewater Treatment Plant (PGWWTP), Barton Road Water Treatment Plant (BRWTP), as well as, a Distribution System for Potable Water, a Collection System for Wastewater, and a Recycled Water Distribution System.

From time to time, the City has small construction paving projects that need to be completed in a relatively short period of time. These projects may be funded from the Environmental Utilities Department's rehabilitation program, operating budgets, or capital improvement program and must be completed due to operational or maintenance needs.

On July 1, 2024, a Request for Proposal #08-133 was released, soliciting On-Call Construction Paving Services looking for contractors that could provide the following services:

- Perform new paving or patch/repair and/or rehabilitation paving work, as identified by EU staff for facilities located within the Recycled Water Distribution System, within the Potable Water Distribution System, at BRWTP, at DCWWTP, at PGWWTP, within the Wastewater Collection System, and within City streets.

One (1) firm submitted a proposal to the City Clerk's office for review and consideration. Based upon review of the proposals by the EU's Proposal Evaluation Committee, the proposal of B&M

Builders Inc, was identified as providing the best value to the City.

FISCAL IMPACT

The not-to-exceed cost for the services for the agreement is \$500,000 per year, for up to three years. There is no guaranteed minimum amount of work provided in the contracts, and payment will only be made for work completed. These projects may be funded from the Environmental Utilities' rehabilitation programs, operating budgets, and/or capital improvement programs, at no cost to the General Fund.

ENVIRONMENTAL REVIEW

The proposed project allows for the repair, maintenance, and minor alteration of existing facilities, if needed during the contract period. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

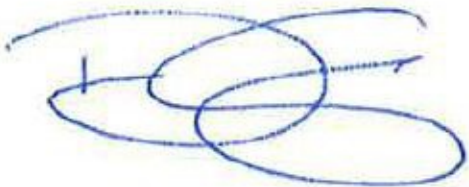
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Inderpreet K Chaggar, Senior Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-368

Agreement

Notice of Exemption

RESOLUTION NO. 24-368

APPROVING AN ON-CALL CONSTRUCTION SERVICES AGREEMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND B&M BUILDERS, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an on-call construction services agreement to provide construction paving services, by and between the City of Roseville and B&M Builders, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

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

ON-CALL CONSTRUCTION SERVICES AGREEMENT

Services: Construction Paving Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and B&M Builders
Inc., a California corporation ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal #08-133 for services consisting of on-call
construction paving services; and

WHEREAS, CONTRACTOR has prepared a response to the Request for Proposal dated
August 5, 2024, which describes the scope of services to be performed by CONTRACTOR, and
the hourly rates for performance of such services; and

WHEREAS, CONTRACTOR is qualified and experienced to provide professional
construction paving services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
June 30, 2025. The City Manager may, in his or her discretion, elect to extend the Agreement in
one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty
(30) days advance written notice of each optional one (1) year renewal. Such extensions shall be
memorialized by a written amendment to this Agreement.

2. Services. CONTRACTOR shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one contractor. CITY reserves the right to unilaterally assign work to any contractor as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single contractor. In addition, the inclusion of any contractor on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONTRACTOR shall be compensated on a time and expense basis in accordance with the rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed five hundred thousand dollars (\$500,000). for the initial term. Total compensation for optional renewal years of this Agreement shall not exceed (\$500,000). Total compensation for the initial term and all optional renewal years shall not exceed one million five hundred dollars (\$1,500,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONTRACTOR shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices

within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONTRACTOR's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

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

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

a. Form. 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.

b. Additional Insureds. CONTRACTOR 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 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.

c. Cancellation/Modification. CONTRACTOR 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. 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.

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. 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.

h. 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.

6. Records. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR'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. CONTRACTOR shall include this provision in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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, 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 Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

11. Public Contracts: Conflicts of Interest. CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all

conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.

12. The Levine Act Disclosure. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to CITY elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the CITY decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by CONTRACTOR and/or its agent(s), CONTRACTOR is responsible for compliance, including for its disclosure obligations, if any, as further described at:

https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

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

14. 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.

15. Assignment. CONTRACTOR is employed to perform unique personal services. CONTRACTOR shall not assign this Agreement without the prior written consent of CITY. CONTRACTOR 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.

16. Independent Contractor. CONTRACTOR, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent

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

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.

17. Representations and Warranties. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, 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.

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

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

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

20. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONTRACTOR ten (10) days advance written notice from the City Manager.

CONTRACTOR may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONTRACTOR understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONTRACTOR, CITY shall compensate CONTRACTOR 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.

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

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

23. 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.

24. 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

Inderpreet Chaggar
Senior Engineer
2005 Hilltop Circle
Roseville, CA 95747

CONTRACTOR

Patrick Mullen
President
11330 Sunrise Park Drive, Suite C
Rancho Cordova, CA 95742

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

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

26. CARB Compliance. Vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 lbs. and light duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, visit the CARB Advanced Clean Fleet webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

27. Bonds and License. CONTRACTOR shall follow all requirements to obtain a labor and materials and/or performance bond and agrees to maintain at all times during this Agreement a valid Contractor's State License Board Contractor's License.

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

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RICHARD PLECKER
Environmental Utilities Director

B&M BUILDERS INC., a California
corporation

BY:  _____
its: President, Patrick Mullen

and

BY:  _____
its: Secretary, Patrick Mullen

EXHIBIT “A”

1.0 SCOPE OF SERVICES

EU is seeking proposals from qualified Paving Construction Service Providers to furnish construction services for projects with the EU. Contractor(s) are not required to propose on construction services listed for all utilities (bullets a thru e). See “Guidelines and Requirements” below. The selected contractor(s) will be placed on a list of “Qualified Contractors”. The Contractor(s) on the “Qualified List” shall provide all the materials/parts, labor, equipment, obtain all required permits, and follow City and governing agency standards and requirements to provide services, including, but not limited to the following:

- a. Perform new paving or patch/repair and/or rehabilitation paving work for facilities located within the Recycled Water Distribution System. Exact facilities/locations will be determined for individual task(s) and limited design components may be required as part of the work.
- b. Perform new or patch/repair/rehabilitation paving work as identified by EU staff for facilities located within the Potable Water Distribution System including but not limited to work at the following sites: potable water wells, water storage tanks, booster pumping stations, pressure reducing stations and other ancillary facilities. Exact facilities/locations will be determined for individual task(s) and limited design components may be required as part of the work.
- c. Perform new or patch/repair/rehabilitation paving work as identified by EU staff at the Barton Road Water Treatment Plant (BRWTP). Exact locations will be determined for individual task(s) and limited design components may be required as part of the work.
- d. Perform new or patch/repair/rehabilitation paving work as identified by EU staff at either the Dry Creek Wastewater Treatment Plant (DCWWTP) or the Pleasant Grove Wastewater Treatment Plant (PGWWTP). Exact locations will be determined for individual task(s) and limited design components may be required as part of the work.
- e. Perform new or patch/repair/rehabilitation paving work as identified by EU staff for facilities located within the Wastewater Collection System including but not limited to work at the following sites: lift/pumping stations and other ancillary facilities. Exact facilities/locations will be determined for individual task(s) and limited design components may be required as part of the work.
- f. Work may include paving work within/on City streets. Exact facilities/locations will be determined for individual task(s) and limited design components may be required as part of the work.
- g. Work may include striping as part of the paving work. Exact facilities/locations will be determined for individual task(s) and limited design components may be required as part of the work.

Guidelines and Requirements:

The following guidelines and requirements shall be adhered to in performing all work that the successful Contractor(s) shall implement in accordance with this RFP.

- All work shall be performed in accordance with the City of Roseville Design and Construction Standards, and any other governing regulatory standards.
- All work shall be performed in accordance with any engineering plans and technical specifications provided by the City, as applicable.
- All activity shall be in conformance with the City of Roseville's Municipal Code as applicable.
- The duration of each specific work assignment shall be defined on a case by case basis and will be included in writing when a specific scope of work is outlined by EU staff when the selected Contractor(s) is notified to commence a task.
- By submitting a proposal, Contractor(s) agree to the following response times: shall mobilize and be on-site, ready to begin work within 21 business days of receiving a written (including e-mail notification) authorization by the EU to begin work.
- Contractor shall be fully and solely responsible for all costs associated with repairing and or restoration of any existing facilities, which the contractor or their subcontractor's damage, during the execution of the work. Any facilities damaged as a result of the contractors and/or subcontractors activities shall be restored to pre-construction conditions and the cost shall be borne by the Contractor.
- Contractor shall be fully and solely responsible for all costs associated with re-doing work that is determined to be defective and/or does not meet City of Roseville's construction standards and any other standards stated in the scope of work as determined by the City of Roseville's Inspection staff in Engineer's sole discretion. Such costs of re-inspection, including any costs incurred by the City for additional staff time or fees for third-party contractor inspectors, will be deducted from one or more progress payments hereunder.
- All clean-up of project areas, to pre-construction conditions shall be the responsibility of the Contractor.
- Submittals for all materials and parts to be used by the Contractor(s), shall be delivered to the City for review and approval prior to the Contractor(s) installing the work. Approval by the City of any materials or parts shall be only to confirm that materials and parts meet the City's specification requirements. Approval by the City is not a guarantee that the Contractor shall not be liable for defective work or for work that does not conform to the City's construction standards. The final work shall be inspected by City staff and a final approval, or rejection of the work, shall be made during the final inspection of the work by the City.
- Contractor shall be responsible for obtaining all required permits as applicable.
- Contractor shall be responsible to off haul and dispose of all debris (at a legally approved location) generated by their work unless otherwise directed by the City.
- Contractor shall not make adjustments to any City facility system settings or controls without prior authorization of City staff.
- All work shall be conducted, adhering to the guidelines of the City's noise ordinance.
- Where applicable, Contractor shall submit a traffic control plan that follows the California Manual of Uniform Traffic Control Devices guidelines, for review and approval by the City, prior to the start of work.

- All materials used by the Contractor shall be free of hazardous substances.
- For all work conducted as part of this scope, the Contractor(s) shall be required to provide safety systems and devices and comply with all requirements per the Occupational Safety and Health Administration (OSHA), Cal/OSHA and the National Fire Protection Association as applicable to ensure that work is done in a safe manner to keep City staff, Contractor(s) and their staff, clients and the general public safe. Additionally, the Contractor(s) shall be required to comply with all City of Roseville Safety Requirements.

EXHIBIT “B”

Attachment G - COST PROPOSAL (Prevailing Wage Rates Apply)

Standard hourly rate \$ 150.00
 Overtime hourly rate \$ 225.00
 Truck Fee/ Travel Charge \$ 3,500.00
 How do you calculate your travel fee? Port to Port for all employees
plus trucks and fuel
 Subcontractor Mark-up (if applicable) 20 %

Materials provided by the Contractor shall be billed on a "cost plus" basis. Indicate your percentage markup to the actual cost of materials. Note: Percentage markup shall include any travel time needed for pickup and delivery of materials.

Material Percentage Markup: 50 %
 Identify any and all other service fees: \$ 3,500 per day for traffic control

SCHEDULE OF BID ITEMS

To best evaluate individual firm's submittal and capabilities, furnish a cost per the following example task. Quote should be provided on your firm's standard invoice. Invoice MUST include a breakdown of labor hours and rate, materials cost plus mark-up, travel/fuel charge, etc. The table below represents minimum bid schedule line items.

SAMPLE JOB: Pavement replacement:

- 4'-0" conform grind – 4,000 square feet (SF)
- Over excavate 12'-0" from the tank walls at 3'-0" deep
- Backfill/compact- 1,350 cubic yard (CY)
- Place AC (within a secure site)– 275 Tons
- Place AC (within public street) – 275 Tons – This includes required permits, signage, traffic control, and anything necessary to perform work in the public right-of-way.
- Place 1000'-0" AC Dike to original height – 37 Tons
- Striping of 358 parking stalls (double line hooped- white)

Bid Item	Item Description	Unit	Estimated Quantity	Unit Price (\$)	Total Amount (\$)
1	Mobilization and Demobilization	LS	1	35000	35000
2	Demo and removal of existing material	SF	4,000	5	20000
3	Conform grind	SF	4,000	4.20	16800
4	Over excavate	CY	1,360	95	129200
5	Backfill/compact	CY	1,360	125	170000
6	Place AC (within a secure site)	TON	275	190	52250
7	Place AC (within public street)	TON	275	190	52250
8	Place AC Dike	TON	37	525	19425
9	Plywood sheeting, steel plating, and barricades and signs for temporary access	Each	1	3150	3150
10	Striping-358 Parking Stalls	LS	1	15000	15000



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Environmental Utilities On-Call Construction Paving Services (RFP # 08-133) – Award of On-Call Construction Services Agreements

Project Location(s): Citywide at City-owned and operated facilities.

Project Description: The Environmental Utilities (EU) Department recommends the approval of an on-call construction service agreement that would allow for minor paving work associated with City projects and facilities for maintenance, repairs, and/or minor alternations needed to keep the facilities operating efficiently. Possible projects may include, but are not limited to, new paving, patch/repair, and/or rehabilitation paving work, as identified by EU staff for facilities located within the Recycled Water Distribution System, within the Potable Water Distribution System, at the Barton Road Water Treatment Plant (BRWTP), Dry Creek Wastewater Treatment Plant (DCWWTP), Pleasant Grove Wastewater Treatment Plant (PGWWTP), within the Wastewater Collection System, and within City streets. Projects allowable under this contract would not include any project that would result in increases in capacity or expansion of use. Any such projects that would result in increases in capacity and/or expansion of use would not be able to use this on-call construction paving contract and would require separate CEQA analysis.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Environmental Utilities Department

Reason why this Project is Exempt: The project qualifies for a Class 1 Categorical Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

“Class 1 (Existing Facilities) consists of the ...repair, maintenance, ...or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use.

The project consists of a service agreement to provide on-call construction paving work associated with EU projects at facilities citywide needed for repair, maintenance, and/or minor alteration as needed. The project would not result in expansion of use. Consequently, the Class 1 Categorical Exemption applies.

Lead Agency Contact Person: Inderpreet Chaggar, Roseville Department of Environmental Utilities (916-938-1595).

Signature:

A handwritten signature in cursive script, appearing to read "Jessica Lynch", is written over a horizontal line.

Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 9/18/2024



COUNCIL COMMUNICATION

CC #: 3626
File #: 0800-03

Title:	Western Area Power Administration – Confidentiality and Non-Disclosure Agreement Amendment
Contact:	Brian Schinstock 916-746-1658 bschinstock@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute Amendment 2 to the Confidentiality and Non-Disclosure Agreement with the Western Area Power Administration (WAPA).

BACKGROUND

WAPA is a federal agency that owns and operates hundreds of miles of transmission facilities in Northern California. Roseville's electric system is connected to the WAPA transmission system in order to import and export energy at Roseville's two receiving stations. To facilitate data exchange and control devices at remote locations, Supervisory Control and Data Acquisition (SCADA) and Energy Management Systems (EMS) are employed. The North American Electric Reliability Council (NERC) standards are followed, which may include certain confidential and sensitive business information.

Amendment 2 to the Confidentiality and Non-Disclosure Agreement updates the effective date from December 31, 2024 to December 31, 2028 and updates the designated coordinators to current staff members. All other terms and conditions remain the same.

FISCAL IMPACT

There is no fiscal impact associated with Amendment 2.

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 amendment to the WAPA agreement is not considered a "project" as defined by CEQA and consequently no CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Brian Schinstock, Electric Resource Planner

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-380

12-SNR-01632 Amendment 2

RESOLUTION NO. 24-380

APPROVING AMENDMENT 2 TO WESTERN AREA POWER ADMINISTRATION
CONTRACT 12-SNR-01632, AND AUTHORIZING THE CITY MANAGER TO EXECUTE
IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Western Area Power Administration (WAPA) is a federal agency that owns and operates hundred of miles of transmission facilities in Northern California and the City of Roseville's electric system is connected to the WAPA transmission system in order to import and export energy at Roseville's two receiving stations; and

WHEREAS, to facilitate data exchange and control devices at remote locations, Supervisory Control and Data Acquisition (SCADA) and Energy Management Systems (EMS) are employed; and

WHEREAS, the North American Electric Reliability Council (NERC) standards are followed, which may include certain confidential and sensitive business information; and

WHEREAS, Amendment 2 to the Confidentiality and Non-Disclosure Agreement updates the effective date from December 31, 2024 to December 31, 2028 and updates the designated coordinators to current staff members; and

WHEREAS, Amendment 2 to the Confidentiality and Non-Disclosure Agreement, has been reviewed by City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Amendment 2 to the Confidentiality and Non-Disclosure Agreement for Contract 12-SNR-01632 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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



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

Sent via E-Mail

Amendment 2 to
Contract 12-SNR-01632

Mr. Dominick Casey
City Manager
City of Roseville
Office of the City Manager
311 Vernon Street
Roseville, CA 95678

Dear Mr. Casey:

The City of Roseville (Roseville) and Western Area Power Administration (WAPA) are Parties to Non-Disclosure Agreement 12-SNR-01632 (Agreement). This Agreement became effective November 7, 2012, and was amended to extend the term through December 31, 2024. The Parties desire to extend the term of the Agreement through December 31, 2028, with this Amendment 2 (Amendment). Also included in this Amendment is an update to the Designated Coordinators.

The Parties agree the following sections of the Agreement are modified as follows:

1. Section D, Designated Coordinators, of the Agreement is hereby deleted in its entirety and replaced with a new Section D as shown below:

“D. Designated Coordinators:

The Designated Coordinators for the Parties are:

WAPA: Cory Danson
Power Operations Manager
114 Parkshore Drive
Folsom, CA 95630
(279) 221-0662

Roseville: Leonard Ladd
Electric Technology Systems Administrator
2090 Hilltop Circle
Roseville, CA 95747
(916) 774-5699

2. Section I.1 of the Agreement is hereby deleted in its entirety and replaced with a new Section I.1 as shown below:

“I. Effective Date; Duration; Termination:

1. This Agreement shall be effective as of November 7, 2012, and will remain in effect through December 31, 2028, unless amended, in writing, by mutual agreement of the Parties. Notwithstanding the above, the provisions concerning non-disclosure of Confidential Information received under this Agreement shall survive the expiration of the term of this Agreement.”

This Amendment shall become effective upon execution by Roseville and shall remain in effect concurrently with the Agreement. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect and shall be subject to all the provisions of the Agreement, except as herein amended.

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

The Parties agree that this Amendment may be executed by handwritten signature or digitally signed using Adobe Sign or DocuSign. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

If you are in agreement with the terms and conditions of this Amendment, please sign, attest and return it to Mr. Joshua Blake at jblake@wapa.gov. If you have any questions regarding these arrangements, please contact Ms. Sandee Peebles at (916) 353-4454 or peebles@wapa.gov.

Sincerely,

**MICHELLE
WILLIAMS**

Digitally signed by MICHELLE
WILLIAMS
Date: 2024.10.01 15:47:13
-07'00'

Michelle R. Williams
Senior Vice President and
Sierra Nevada Regional Manager

Concurrence:

CITY OF ROSEVILLE

By:_____

Name: Dominick Casey

Title: City Manager

(Attest)

By:_____

Address: 311 Vernon Street

Name:_____

Roseville, CA 95678

Title:_____

Date:_____



COUNCIL COMMUNICATION

CC #: 3630
File #: 0800-03

Title: Environmental Energy Products - Brokerage Enabling Agreements
Contact: Glenn Hoffman 916-746-1670 ghoffman@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt resolutions authorizing the City Manager to execute brokerage agreements for environmental energy products with Amerex Brokers, LLC, STX Commodities, LLC, and Equus Energy Group, LLC.

BACKGROUND

Roseville Electric Utility operates under Electric Utility Risk Management Policies that prioritize the efficient and cost-effective buying and selling of renewable energy, environmental credits, and capacity products. The brokerage agreements with Amerex Brokers, LLC, STX Commodities, LLC, and Equus Energy Group, LLC provide the City with a structured framework for conducting secure, compliant transactions in Renewable Energy Certificates (RECs), California Carbon Allowances (CCAs), California Carbon Offsets (CCOs), Low Carbon Fuel Standard (LCFS) credits, Resource Adequacy (RA) capacity, and other environmental products. Each agreement includes tailored rate schedules and service terms specific to each broker's expertise:

- **Amerex:** Offers brokerage services for a broad range of environmental commodities, including Renewable Energy Certificates (RECs), unbundled renewables, carbon offsets, and Resource Adequacy (RA) capacity.
- **STX Commodities:** Specializes in certificate brokerage, focusing on the sale, transfer, and management of RECs and other environmental certificates, with detailed terms for matched principal trading.
- **Equus:** Provides extensive brokerage services across LCFS credits, California Carbon Allowances (CCAs), RECs, carbon offsets, and RA capacity, with flexible fee schedules for various environmental and energy commodities.

FISCAL IMPACT

There is no fiscal impact associated with the execution of these enabling agreements. Transactions facilitated by the attached agreements will conform to the Roseville Energy Risk Management Policies.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or that are otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The execution of these brokerage agreements is not considered a “project” as defined by CEQA; consequently, no CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Glenn Hoffman, Electric Resources Planner

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-382

Enabling Agreement with Amerex

Resolution 24-383

Enabling Agreement with STX

Resolution 24-384

Enabling Agreement with Equus

RESOLUTION NO. 24-382

APPROVING A BROKERAGE ENABLING AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND AMEREX BROKERS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Roseville Electric Utility operates under Electric Utility Risk Management Policies that prioritize the efficient and cost-effective buying and selling of renewable energy, environmental credits, and capacity products; and

WHEREAS, brokerage agreements provide the City with a structured framework for conducting secure, compliant transactions in Renewable Energy Certificates (RECs), California Carbon Allowances (CCAs), California Carbon Offsets (CCOs), Low Carbon Fuel Standard (LCFS) credits; and

WHEREAS, a Brokerage Enabling Agreement with Amerex Brokers, LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Amerex Brokers LLC

Brokerage Services Agreement

This Brokerage Services Agreement (“Agreement”) is made, entered into, and effective as of the date hereof by and between **City of Roseville** and its affiliates (“Customer”) and **Amerex Brokers LLC** (“Broker”).

SECTION: 1 Broker’s Representations

Broker provides brokerage services whereby it acts as the intermediary for transactions between buyers and sellers for, as applicable, over the counter contracts of sale for future delivery and other financial and physical products (including but not limited to environmental commodities like renewable energy credits; bundled and unbundled renewable energy, Resource Adequacy (CA Capacity), and carbon products, etc.). In this role, Broker facilitates trades by having both buyer and seller agree to the mutually acceptable terms (i.e., price, volume, date, etc.) upon which to complete the transaction.

SECTION: 2 Broker Acting as Intermediary Only

Customer agrees, acknowledges, and understands that Broker does not take title to any futures, or derivative contract or any physical commodity or other property (collectively, “Brokered Products”) that is the subject of any brokerage transaction and cannot guarantee delivery of Brokered Products. It is further agreed, acknowledged, and understood that Broker will be acting only as an agent or intermediary with respect to any transaction, not as principal, and, as such, shall have no beneficial interest in any transaction and, therefore, shall not receive any of the benefits, or be responsible in any way for any of the obligations, of any principal with respect to any transaction brokered under this Agreement. Broker does not and cannot assess the legal capacity of counterparties to enter into contracts relating to the transaction(s), guarantee the delivery of any products subject to the transaction(s), or assess the creditworthiness of counterparties. Broker will not verify or monitor independently Customer’s or counterparty’s credit limits and Customer is solely responsible for any and all losses resulting from transaction(s) rejected by clearing houses including but not limited to any claims by third parties against Broker. Customer is solely responsible for the settlement of each transaction. Further, Broker may be accepting a fee from both parties to any transaction for the sale or purchase of the Brokered Products. It is recognized and agreed by the parties that acceptance of a fee from both parties to any transaction is customary practice in the industry and does not represent a conflict of interest.

SECTION: 3 Customer’s Representations, Warranties, and Covenants

Customer hereby represents and warrants as follows: (a) it has the legal authority and is duly authorized to execute and deliver this Agreement; (b) all transactions contemplated hereunder do not and will not violate any applicable law, or any judgment, decree, order or agreement, to which Customer is subject, and this Agreement is binding upon and enforceable against Customer in accordance with its terms; (c) any financial and other information provided by Customer on or prior to the date hereof at the request of Broker to perform Know Your Customer and credit checks, is or will be complete and accurate in all material respects and, in the case of financial information, fairly presents or will fairly present the financial condition of Customer as of the respective date(s) when such information is provided; (d) it shall promptly notify Broker in writing if any of the representations/warranties in this Agreement materially change or cease to be true and correct in any material respects; (e) it has determined that the trading of the Brokered Products is appropriate for Customer and is prudent in all respects; (f) Customer

has carefully examined the provisions of the documents by which it has given trading authority or control over its account to its representative and does so at its own risk, understands fully the obligations which it has assumed by executing those documents, and understands that Broker is in no way responsible for any loss to Customer due to the actions or inactions of the account representative and that Broker does not, by implication or otherwise, endorse the operating methods of such account representative; and (g) prior to agreeing to enter into a potential transaction it will have verified that it has sufficient credit available to conduct such transaction;

SECTION: 4 Term

The term of this Agreement shall begin as of the date written below and shall continue thereafter in full force and effect until terminated by either party upon thirty (30) days' prior written notice. Termination shall not affect the completion of obligations that have arisen under this Agreement prior to such notice, including, without limitation, the payment to the Broker by the Customer of all Fees (as defined below) incurred but not paid.

SECTION: 5 Fees

(a) For Broker's services hereunder, Customer agrees to pay Broker a fee ("Fee") for each transaction. This Fee will be reflected on each confirmation of transaction ("Confirmation") delivered electronically, or otherwise, by Broker to Customer. Broker will invoice as described in Section 9 below.

(b) Customer agrees to pay the Fee to Broker as full compensation and consideration for the brokerage services rendered hereunder by Broker on behalf of Customer. The mutually agreed-upon rates between Broker and Customer are set forth on Schedule A annexed hereto, as may be amended in writing signed by Broker and Customer from time-to-time. However, in certain cases, the Fee payable to Broker may, with Customer's written approval, deviate from the normal rate due to the service level provided.

SECTION: 6 Confidentiality and Recordings

The parties agree that they shall not, and shall ensure their respective representatives shall not, except as necessary to perform the activities contemplated by this Agreement, use, copy, or disclose any Confidential Information (as defined below) relating to the other party or this Agreement other than to its representatives who have a need to know such information to perform activities in connection with this Agreement. For purposes of the foregoing, "Confidential Information" shall mean all non-public, confidential, or proprietary information, data, reports, interpretations, forecasts, and records containing or otherwise reflecting information relating to the other party that is furnished by the other party in connection with this Agreement. Confidential Information shall not include material which: (a) was already in the public domain otherwise than through a breach of this Agreement; (b) was available (otherwise than through a breach of a confidentiality agreement) to the party to whom such disclosure was made; (c) was disclosed with the written consent of the other party; or (d) is non-Customer specific internal-proprietary data that is aggregated or anonymized for internal or external usage. The parties shall have the right to disclose Confidential Information: (x) at the request of any regulator, including any self-regulatory organization, or any governmental agency; (y) pursuant to applicable law or regulation; or (z) as required by court order, subpoena, or other legal process and, where permissible or practicable, shall notify the other party of such requested or required disclosure.

Broker and Customer each consent to the creation of a tape or electronic recording of all telephone conversations and the preservation of all electronic mail or instant mail messages between them and that any such recording will be retained in confidence, secured from improper access, and may be submitted in evidence in any proceeding or action relating to this Agreement, or in any proceeding or action relating to the transaction(s) between Customer and the relevant counterparty. Each party waives any further notice of such monitoring or recording and agrees to notify its officers and employees of such monitoring or recording and to obtain any necessary consent of such officers and employees. Each party waives any objections to the introduction of the recorded conversations into evidence to prove or disprove the terms and conditions of any transaction entered into between Customer and the relevant counterparty.

SECTION: 7 Confirmation of Transaction

Customer agrees to use Broker's services as described above by providing a request to Broker either orally, telephonically, or in writing (electronically otherwise). For each completed transaction, Broker will provide a Confirmation of Transaction detailing, at a minimum, the following items: transaction type; transaction date; quantity; term; commission; counterparty; and price. Broker will deliver the Confirmation electronically for the Customer to review. Absent timely notification of disagreement, Customer will be deemed to have confirmed the terms identified in the Confirmation.

SECTION: 8 Exclusion of Liability

Except to the extent mandated by applicable law, Broker shall not be liable to the Customer by reason of any representation or any implied warranty, condition, or other term, or any duty at common law, or under the express terms of this Agreement, for any loss of profit or any indirect, special, or consequential damages in any amount. The entire liability of Broker for costs, expenses, or other claims of Customer (other than those caused by the gross negligence or willful misconduct of Broker or its employees) arising out of or in connection with the provision of the services hereunder by Broker to the Customer and/or in connection with this Agreement shall not exceed the amount of Broker's Fees for the provision of the applicable transaction in question. This Section shall survive the termination of this Agreement.

SECTION: 9 Billings, Payments and Notices

(a) Broker will deliver invoices electronically to the Customer for services provided during the preceding month, which shall be paid by Customer to Broker within thirty (30) days of the date thereof. This invoice will include transaction number, date, counterparty, price, volume, and commission.

(b) Any notice, request, demand, or other communication (collectively, "Notice") pursuant to this Agreement must be given in writing as specified below using one of the following methods: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid) or email. A Notice is effective: (i) if sent by Registered or Certified Mail, three (3) business days after the Notice is sent, and (ii) if sent by nationally recognized overnight courier or email, one (1) business day after the Notice is sent.

(c) All bills, payments, and any Notice between the parties shall be delivered to the attention of the following:

As to Customer:

Confirmations should be sent to:
Invoices should be sent to:

Email: powersupply@rosevilla.ca.us
Email: settlements@rosevilla.ca.us

Notices and other Communications:

City of Roseville
Attn: Legal or Contract Administration
311 Vernon St.
Roseville, CA 95678
Phone:
Email: ghoffman@roseville.ca.us

As to Broker:

Payments: Richard Wommack; rwommack@amerexenergy.com

[Broker to provide wire instructions to Customer]

All other notices and other matters: Amalia Berrios
SVP and Senior Counsel
Amerex Brokers LLC
1 Sugar Creek Center Blvd., Suite 700
Sugar Land, Texas 77478
Phone: 281-340-5212
Fax: 281-220-8374
Email: aberrios@cantor.com

With a copy to: Stephen M. Merkel, Esq.
Executive Managing Director and Chief Legal Officer
BGC Group Inc.
499 Park Avenue
New York, New York 10022
Tel: (212) 829-4829
Fax: (212) 829-4708
Email: SMerkel@cantor.com

SECTION: 10 Choice of Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, without regard to the principles of conflicts of law thereof.

SECTION: 11 Binding Nature; Assignment

This Agreement shall be binding upon the successors and permitted assigns of the parties hereto; provided, however, that neither this Agreement nor any rights hereunder shall be assignable by the parties hereto without the written consent of the other; provided, however that Broker shall be permitted to assign this Agreement, in whole or in part, to any current or future affiliate or successor in interest of Broker without the consent of Customer.

SECTION: 12 Miscellaneous

Any headings appearing on this Agreement are for convenience only and do not affect the interpretation of this Agreement. No waiver, modification or amendment of this Agreement shall be binding on the parties unless in writing signed by all parties. This Agreement sets forth the entire agreement and understanding between the parties regarding the subject matter hereof and there are no other representations, agreements, or understandings, oral or written, express or implied between the parties relating thereto. Each party hereto warrants that it has full authority to enter into this Agreement. This Agreement may be executed in several counterparts, each of which will be an original, and all such counterparts taken together will constitute one and the same Agreement. Counterparts may be executed in either original or electronically transmitted form (e.g., faxes or emailed portable document format (PDF) form), which shall be accepted as if they were original execution signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of October 11, 2024.

CUSTOMER:

CITY OF ROSEVILLE

By: _____

Title: _____

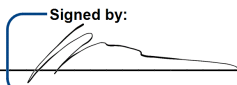
Signature: _____

BROKER:

AMEREX BROKERS LLC

By: Randall Fenlon

Title: Global Co-Head of Energy, Commodities & Shipping

Signed by: 
Signature: _____
061581A44E5B48C...

Reviewed by Legal: ABerrios

DS
AB

**[Signature page to the Brokerage Services Agreement
between City of Roseville and Amerex Brokers LLC]**

SCHEDULE A
BROKERAGE RATES

Unless otherwise agreed by the parties in writing or over a recorded phone line the following brokerage rate shall apply to the following products:

As mutually agreed by the parties from time to time.

**[Schedule A to the Brokerage Services Agreement between City of Roseville and Amerex
Brokers LLC]**

RESOLUTION NO. 24-383

APPROVING A BROKERAGE ENABLING AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND STX COMMODITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Roseville Electric Utility operates under Electric Utility Risk Management Policies that prioritize the efficient and cost-effective buying and selling of renewable energy, environmental credits, and capacity products; and

WHEREAS, brokerage agreements provide the City with a structured framework for conducting secure, compliant transactions in Renewable Energy Certificates (RECs), California Carbon Allowances (CCAs), California Carbon Offsets (CCOs), Low Carbon Fuel Standard (LCFS) credits; and

WHEREAS, a Brokerage Enabling Agreement with STX Commodities, LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

General Agreement on sale and purchase of Certificates

This General Agreement on sale and purchase of Certificates (including its Annex) governs all transactions the Parties shall enter into relating to the purchase, sale, delivery and acceptance of Certificates, each such transaction being an **"Individual Contract"**. All Individual Contracts and this General Agreement shall form a single agreement between the Parties (collectively referred to as the **"Agreement"**). The provisions of this General Agreement constitute an integral part of each Individual Contract. In the event of any inconsistency between the General Agreement and any Individual Contract, the Individual Contract shall prevail.

1. **Date of Agreement** **October 2, 2024**
2. **Reference Number**
 Party A **704335**
 Party B **N/A**
3. **Party A** **STX Commodities, LLC**, a limited liability company organized under the laws of the State of Delaware, United States, having its office address at Eleven Times Square, 31st floor New York, NY 10036, United States, e-mail: backoffice.nyc@stxgroup.com.
4. **Party B** **City of Roseville**, having its address at 311 Vernon St, Roseville, CA 95678, United States.

Party A and Party B hereafter jointly referred to as the **"Parties"** or individually as **"Party"** as the case may be.

5. **Certificates** To be confirmed in the Confirmation of Individual Contract, see Annex 1.
6. **Production Domain** To be confirmed in the Confirmation of Individual Contract, see Annex 1.
7. **Quantity** To be confirmed in the Confirmation of Individual Contract, see Annex 1.
8. **Price** To be confirmed in the Confirmation of Individual Contract, see Annex 1.
9. **Taxes**

The Seller will be responsible for any Taxes imposed on the transfer of each Certificate up to and including the time and place of its delivery. The Buyer will be responsible for any Taxes imposed on the receipt or ownership of each Certificate at or after time and place of its delivery. **"Taxes"** shall mean all national, state, local, foreign and other net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, lease, service, service use, withholding, premium, property, customs, duties or other taxes, fees (except as otherwise set forth in clause 10 below), assessments or charges of any kind imposed by any international, national, federal, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any applicable laws, together with any interest and any penalties, additions to tax or additional amounts with respect thereto.

10. **Transaction costs**

The Seller and the Buyer will each bear their individual fees and expenses incurred in connection with the negotiations, preparation and execution of the Agreement and the transactions contemplated by the Agreement.

11. **Conditions**

If Party B acts as buyer: Party B acknowledges that Party A is acting in this transaction as matched principal trader. Party A's obligation to deliver in accordance with the Agreement is therefore conditional upon performance by its other counterparty or counterparties, including any Issuing Body as set forth in Annex 1. In the event that its other counterparty or counterparties fail(s) to perform, there shall be deemed to have been an event of Force Majeure relieving Party A from its obligation to complete the delivery of the Certificates either until the Force Majeure ceases or permanently, as the case may be.

12. **Confirmation, Delivery, Invoicing and Payment**

12.1. Confirmation

As soon as possible after a legally binding Transaction is agreed upon (orally, via email or otherwise) between the Parties, Party A shall endeavor to confirm the agreed terms of the Transaction by a written

confirmation containing substantially the information stipulated in Annex 1 – Individual Contract (each an “**Individual Contract**”). An Individual Contract shall not constitute a requirement for a legally valid and binding Transaction. In case an Individual Contract is sent, in the absence of manifest error, the Individual Contract shall become binding and conclusive and shall prevail over any prior oral or other agreement within three (3) Business Days after it was sent (“**Objection Period**”), unless Party B objected to it in writing within the Objection Period.

12.2. Delivery Date

Per Individual Contract to be stated in the Confirmation of Individual Contract, see Annex 1.

12.3. Delivery

Transfer of ownership by electronic transfer or cancellation statement to be confirmed in the Confirmation of Individual Contract, see Annex 1.

12.4. Electronic Transfer:

No later than on the Delivery Date, the Seller shall initiate the transfer of the agreed Quantity of Certificates by requesting the removal of the Quantity of Certificates from the Seller's registry account as listed in Annex 1 (“**Seller's Account**”) and the crediting of such Certificates to the Buyer's registry account as listed in Annex 1 (“**Buyer's Account**”). Transfer of ownership and risk in the Certificates shall pass from the Seller to the Buyer when the Certificates are credited to the Buyer's registry account.

12.5. Cancellation Statement:

No later than on the Delivery Date and provided that the Seller has received the information regarding the beneficiary(y)(ies) and the cancellation purpose from the Buyer no later than three (3) Business Days (being the days on which the banks are open in the cit(y)(ies) where the Parties reside) before the Delivery Date, the Seller shall cancel the Quantity of Certificates from the Seller's Account by requesting the operator of the applicable registry for the provision of a Cancellation Statement. The following information shall be included in the Cancellation Statement:

- a) quantity of Certificates cancelled;
- b) cancelling Domain;
- c) beneficiary(y)(ies) of the cancelled Certificates; and
- d) cancellation purpose.

As soon as practicable thereafter the Seller shall send such Cancellation Statement and supporting information (if any) by email to the Buyer.

12.6. Payment Date

Per Individual Contract to be stated in the Confirmation of Individual Contract, see Annex 1.

12.7. Invoicing

The Seller will invoice the Buyer for payment of the Total Contract Price, which is the agreed price per Certificate multiplied by the Quantity of Certificates sold and purchased for each Individual Contract, per Individual Contract to be stated in the Confirmation of Individual Contract, see Annex 1.

12.8. Payment

The Buyer shall pay the Total Contract Price on the Payment Date to the Seller's bank account free of any Taxes. Payment shall be remitted by bank transfer. Such payment shall be made in United States dollars, unless agreed otherwise. Each Party shall specify its bank details in clauses 3 and 4 of Annex 1 for the purposes of payment.

12.9. Default Interest Rate

As from the Payment Date the Seller shall be entitled to charge default interest at a rate of 2% above the one-month SOFR interest rate. SOFR means the secured overnight financing rate administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate). Interest may be charged from, and including, the Payment Date and to, and excluding, the date of complete payment.

12.10. Payment netting

If on any day the Parties are each required to pay one or more amounts in the same currency under one or more Individual Contracts then such amounts with respect to each Party shall be aggregated and the Parties shall discharge their respective payment obligations through netting, in which case the Party owing the greater aggregate amount shall pay the other Party the difference of the amounts owed. The Parties intend for this Agreement to be a “master netting agreement” under United States Bankruptcy Code §101(38A) (as such provision may be amended from time to time).

13. Warranties

13.1. Each Party warrants and represents to the other Party as of the Date of Agreement and as of the date of each Individual Contract that:

- a) It is duly organized and existing under the laws of the jurisdiction of its organization and has full power and legal right to execute, deliver and perform under this Agreement.
- b) Its execution, delivery and performance of this Agreement does not constitute a violation of any law, governmental regulation, its memorandum and articles of association, other agreements or undertakings, and that it possesses the necessary knowledge in order to be able to perform pursuant to the Agreement, and the person signing this Agreement is authorized and empowered to do so.
- c) It has obtained or submitted any authorisation or approval or other action by, or notice to or filing with, any governmental authority or regulatory body that is required for the due execution, delivery and performance of this Agreement.
- d) This Agreement has been duly and validly executed and delivered and constitutes legal, valid and binding obligations enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- e) There are no pending or threatened legal or administrative proceedings to which it is a party, which to the best of its knowledge would materially adversely affect its ability to perform its obligations under this Agreement.
- f) It has entered into this Agreement in connection with its line of business and the terms hereof have been individually tailored and negotiated.
- g) It is not relying upon any representation or warranty of the other Party other than those expressly set forth in this Agreement.
- h) It has entered into this Agreement as principal (and not as agent or in any other capacity, fiduciary or otherwise).
- i) It has entered into this Agreement with a full understanding of the material terms and risks hereof, and is capable of assuming those risks.
- j) It has made its investment and trading decisions (including regarding the suitability hereof) based upon its own judgment and/or any advice from its advisors as it has deemed necessary and not in reliance upon any view expressed by the other Party.
- k) The other Party is not acting as a fiduciary or an advisor for it, nor has given to it any assurance or guarantee as to the expected performance or result of this Agreement.
- l) Its registry account for Certificates is properly established in time to fulfil its delivery or acceptance obligations under the Agreement.

14. Limitation of Liability

14.1. Except in respect of any amounts payable under clause 16 of this General Agreement, the liability of each Party, irrespective of from whatever legal base it might be claimed, for any actions, omissions or failures of itself, its employees, officers, contractors and/or agents, that causes any damage, loss, cost or expenses incurred by the other Party is limited per transaction to an amount equal to the Total Contract Price set forth in the relevant Individual Contract.

14.2. This clause does not limit liability for damage due to gross negligence, intentional default or fraud of the Party, its employees, officers, contractors or agents used by such Party in performing its obligation under the Agreement. The liability of a Party does in no event include any indirect or consequential damages, loss of profit, business opportunity, goodwill or anticipated savings. Each Party shall make best effort in order to mitigate in a commercially reasonable manner its damage, loss, cost or expense in connection with the

Agreement.

- 14.3. **ALL REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE SET FORTH IN THIS AGREEMENT, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO CONFORMITY WITH ANY MODEL OR SAMPLES, ARE DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT WITH RESPECT TO A PRODUCT STATED TO BE REGULATORILY CONTINUING, AND IN THAT CASE ONLY TO THE EXTENT SET FORTH HEREIN OR IN A PRODUCT ORDER, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY HEREUNDER WITH RESPECT TO ANY FUTURE ACTION OR FAILURE TO ACT OR APPROVAL OR FAILURE TO APPROVE BY ANY GOVERNMENTAL AUTHORITY OR ADMINISTRATOR.**

15. Force Majeure

- 15.1. **"Force Majeure"** means any circumstances which could not have reasonably been anticipated and avoided by a Party and are beyond a Party's reasonable control, including but not limited to war, explosion, natural calamities, general strike, riot, civil disturbances, sabotage, embargoes, acts, rules or regulations of national or local governmental division, subdivision, agencies or instrumentalities of any government, including currency, import or export prohibitions, acts of God, failure of any counterparty of Party A as described in clause 11 of this General Agreement and other causes similar to the foregoing which are beyond the reasonable control of such Party.
- 15.2. If a Party is prevented, hindered or delayed in its performance of any of its obligations under this Agreement by Force Majeure, such Party shall be excused from the performance of such obligations during the existence of such cause, and shall not be responsible for any damages suffered by the other Party as a result of such suspended performance except as provided below in this provision, provided that the Party prevented from or delayed in performance by any such cause shall use commercially reasonable efforts to mitigate the effects of the Force Majeure event and the Parties shall consult about the possibilities of continuing the Agreement, in amended form or otherwise.
- 15.3. A Party who desires relief according to this provision must notify the other Party of the Force Majeure preventing or delaying its performance without delay (and shall keep the other Party informed of subsequent developments in such circumstances as they occur) and shall continue to take any actions within its power to comply as fully and timely as possible with its obligations under this Agreement and to keep the damage as small as possible. Such notification must be given in accordance with clause 20.
- 15.4. The Parties shall not be liable towards each other for any damages as a consequence of a Force Majeure event. Any damages that are incurred remain entirely for the account of the Party that has suffered such damages. Suspension of performance of a Party's obligations shall be of no greater scope and of no longer duration than reasonably required by a Force Majeure event.

16. Term and Termination

- 16.1. The General Agreement comes into force on the Date of Agreement specified in clause 1 of this General Agreement. Unless early terminated in accordance with its terms, this General Agreement shall remain in force until all rights and obligations under the Agreement are fully performed or discharged by both Parties ("**Term**").
- 16.2. The non-defaulting Party ("**Non-Defaulting Party**") may terminate (i) the Agreement including all, not fully performed, Individual Contracts based on the events specified under b) to and including f) below ("**Full Termination**") or (ii) only the not fully performed Individual Contract(s) affected by the default in case of a failure to transfer or accept one or more Certificates as specified under a) below ("**Partial Termination**") at any time without any juridical intervention and in accordance with clause 20. Each of the below listed events shall be called an "**Event of Default**". The defaulting Party shall be called the "**Defaulting Party**":
- a) Failure of the Defaulting Party to transfer one or more Certificates on the relevant Delivery Date or failure of the Defaulting Party to accept one or more Certificates on the relevant Delivery Date and such failure is not cured within five (5) Business Days after written demand.
 - b) Failure of the Defaulting Party to make payment when due and required, which is not cured within five (5) Business Days after written demand.
 - c) Any other material or repeated breach of the Agreement, which is not cured within ten (10) Business Days after written demand.

- d) Insolvency of or the launch of insolvency proceedings against the Defaulting Party, if the Defaulting Party has a receiver, administrative receiver, administrator, or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights. In all cases, the Agreement shall cease automatically at 23:59 hours on the day preceding the opening date of the insolvency proceedings of the Defaulting Party.
 - e) The Defaulting Party is unable to deliver or accept delivery of the Certificates for reasons of Force Majeure and such inability lasted for more than thirty (30) consecutive calendar days.
 - f) A Change in Law which is not resolved in accordance with clause 26.
- 16.3. In case of Full or Partial Termination, the notice of termination shall specify the relevant Event of Default, the terminated Individual Contract(s) and designate a day as an early termination date ("**Early Termination Date**"). The Early Termination Date may not be earlier than the day the termination notice is deemed to have been received and not later than twenty (20) Business Days after such date.
- 16.4. In case of a Partial Termination due to an Event of Default specified under clause 16.2 a), the Non-Defaulting Party shall be entitled to receive a compensation amount ("**Compensation Amount**") from the Defaulting Party in relation to the terminated Individual Contract(s) as follows:
- i. if the Seller is the Defaulting Party, the Compensation Amount shall be an amount equal to the difference (if positive) between: (a) the Market Price at which Buyer acting in a commercially reasonable manner is or would be able to purchase or otherwise acquire in the market the quantity of undelivered Certificates as further specified below in clause 16.8; and (b) the Price per Certificate multiplied by the quantity of undelivered Certificates. This Compensation Amount shall be increased by any reasonable transaction costs and expenses which the Buyer incurs as a result of Seller's failure to deliver the Certificates; or
 - ii. if the Buyer is the Defaulting Party, the Compensation Amount shall be an amount equal to the difference (if positive) between: (a) the Price per Certificate multiplied by the quantity of non-accepted Certificates; and (b) the Market Price as at which the Seller is or would be able to sell the quantity of non-accepted Certificates in the market acting in a commercially reasonable manner as further specified below in clause 16.8. This Compensation Amount shall be increased by any reasonable transaction costs and expenses which the Seller incurs as a result of Buyer's failure to accept the Certificates. For the avoidance of doubt, the Seller may additionally claim any outstanding amounts owed with respect to deliveries of Certificates made prior to the Early Termination Date.
- 16.5. In case of a Full Termination due to an Event of Default specified under clause 16.2 b), c) or d), the Non-Defaulting Party shall be entitled to receive a termination amount ("**Termination Amount**") from the Defaulting Party. The Termination Amount shall be calculated by the Non-Defaulting Party by calculating the sum (whether positive or negative) of all Settlement Amounts (as defined in clause 16.6 below) for all Individual Contracts *plus* any or all other amounts payable between the Parties under or in connection with the Agreement.
- 16.6. The "**Settlement Amount**" for an Individual Contract shall be the Gains *less* the aggregate of the Losses and Costs which the Non-Defaulting Party incurs as a result of the termination of the Individual Contract. For the purpose of this provision:
- i. "**Costs**" means brokerage fees, commissions and other third party costs and expenses reasonably incurred by the Non-Defaulting Party either in terminating any arrangement pursuant to which it has hedged its obligation or entering into new arrangements which replace a terminated Individual Contract and all reasonable legal fees, costs and expenses incurred by the Non-Defaulting Party in connection with its termination of such Individual Contract;
 - ii. "**Gains**" means an amount equal to the present value of the economic benefit to the Non-Defaulting Party (if any) (exclusive of Costs), resulting from the termination of an Individual Contract, determined in a commercially reasonable manner; and
 - iii. "**Losses**" means an amount equal to the present value of the economic loss to the Non-Defaulting Party (if any) (exclusive of Costs), resulting from its termination of an Individual Contract, determined in a commercially reasonable manner.

- 16.7. In calculating the Compensation Amount(s) or Settlement Amount(s), the Non-Defaulting Party shall not be required to enter into any replacement transactions.
- 16.8. If the Non-Defaulting Party does not enter into replacement transactions, when calculating the Compensation Amount or the Settlement Amount, the following market price sources shall be taken into account for the determination of the Market Price or Losses in the order of precedence as listed below, accordingly, a market price source recorded in a subsequent sub-clause can only be adopted if the market price source in the preceding paragraph is not available:
- i. any published and reliable OTC market price index for corresponding or most comparable Certificates published for the Early Termination Date;
 - ii. the average of the quotations of at least three (3) independent leading market participants for corresponding or most comparable Certificates.
- 16.9. With effect as of the Early Termination Date, the Non-Defaulting Party shall calculate the Compensation Amount in case of a Partial Termination or the Termination Amount in case of a Full Termination. The Compensation Amount or the Termination Amount shall be deemed to be the sole and all-inclusive compensation for damages and costs incurred by the Non-Defaulting Party as a result of the Early Termination. The Compensation Amount or Termination Amount will be invoiced to the Defaulting Party and payment shall be due within five (5) Business Days after receipt of the invoice. By paying the Termination Amount, the Defaulting Party will be released from its obligations to deliver or accept Certificates and thereafter no other remedies are enforceable towards the Non-Defaulting Party under the Agreement.
- 16.10. Any termination under this clause 16 shall be without prejudice to the rights of the Parties accrued to the Early Termination Date.

17. Co-operation and Best Efforts

Subject to the terms and conditions hereof, the Seller and the Buyer shall (a) co-operate with each other in connection with consummating the transactions contemplated by this Agreement; and (b) agree to use their best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement. For purposes of this provision, the covenant of the Parties to use their "best efforts" shall not require any Party to (i) incur any unreasonable expenses, (ii) agree to materially limit the conduct of its business and/or (iii) divest itself of any material assets or properties, in each case except as otherwise contemplated hereunder.

18. Confidentiality

- 18.1. The Parties shall treat the contents of this Agreement and, if applicable, any arbitration award related to this Agreement and any other information of confidential nature with which they become acquainted in respect of the other Party's business or business operations ("**Confidential Information**") as confidential. Neither Party shall disclose Confidential Information without prior written consent of the other Party. For the purpose of this provision, Parties' affiliates are not deemed third parties.
- 18.2. The confidentiality obligations shall not apply to Confidential Information which is public knowledge or publicly available at the time of disclosure or required to be disclosed by law or governmental regulation or to any regulatory authority or to other third parties in order to perform this Agreement. This confidentiality obligation shall expire at the latest of (i) two (2) years after the last Delivery Date or (ii) termination of the General Agreement.

19. Assignment

- 19.1. Neither this Agreement, nor any rights or obligations hereunder, may be transferred by any Party without the prior written consent of the other Party and any purported assignment in violation of this Clause 19 shall be void and unenforceable. Party A shall be entitled to assign and transfer its rights under this Agreement by way of security to or in favor of any bank or financial institution in relation to the financing of its business activities.

20. Notifications and Correspondence

- 20.1. All notices or other correspondence under this Agreement shall be in writing (including e-mail) and in the English language and shall be deemed to have been received by a Party:
- a) if delivered by hand or courier, on the day of delivery;

- b) if posted, on the 5th Business Day after being mailed; or
- c) if sent by email, upon sending.

20.2. All such notices and other communications shall be addressed to the addresses stated in clause 3 and 4 of the General Agreement or in the Individual Contract or to such other addresses as may be notified in accordance with this provision.

21. Telephone Recordings and Personal Data Protection

- 21.1. Each Party consents to the recording of telephone calls with the other Party and that such records may be retained in confidence and may be submitted in evidence in any proceedings or actions relating to the Agreement. Each Party agrees to notify its officers and employees of such recording and to obtain any necessary consent of such officers or employees. Further, each Party waives any objections to the introduction of the recorded conversations into evidence to prove or disprove the terms and conditions of any transaction entered into between them.
- 21.2. Each Party shall have the necessary technical and organizational measures in place to comply with the applicable regulations relating to personal data protection.

22. Severability

In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent declared invalid or unenforceable without affecting the validity or enforceability of the other provisions of this Agreement, and the remainder of this Agreement shall remain binding on the parties hereto. However, in the event that any such provision shall be declared unenforceable due to its scope, breadth or duration, then it shall be modified to the scope, breadth or duration permitted by law or governmental or regulatory authority and shall continue to be fully enforceable as so modified.

23. Entire Agreement, No waiver

The Agreement supersedes all prior agreements and understandings, written and oral, between the Parties with respect to its subject matter and constitutes the entire agreement between the Parties. Any amendments to the Agreement shall be in writing and shall have no effect unless signed by the duly authorized representatives of the Parties. The waiver by either Party of a default or a breach by the other Party will not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either Party with knowledge of the existence of a default or breach will not operate as a waiver of any default or breach.

24. Governing Law & Dispute Resolution, Waiver of jury trial

- 24.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts executed and to be performed in the State of California without regard to its conflict of laws principles.
- 24.2. **[INTENTIONALLY DELETED]**
- 24.3. **EACH PARTY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING HEREINTO. EACH PARTY HEREBY WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY MATTER ARISING HEREUNDER OR THEREUNDER, IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED.**

25. Collateral

- 25.1. Except as expressly set forth in this Agreement, neither Party:
 - a) has or will have any obligation to post margin, provide letters of credit, pay deposits, make any other prepayments or provide any other financial assurances, in any form whatsoever; nor

STX

- b) shall be deemed to have reasonable grounds for insecurity with respect to the performance or creditworthiness of the other Party.

25.2. Furthermore, each Party hereby waives and disclaims any and all implied rights relating to financial assurances arising from the Uniform Commercial Code or any other code, statute, governmental regulation or court ruling applying similar doctrines.

26. Change in Law

26.1. “**Change in Law**” means the adoption or change of any law, rule or regulation or in the interpretation or application thereof by any governmental authority between the Date of Agreement and the Delivery Date, which materially impacts the General Agreement and/or one or more Individual Contracts which is/are in force at the date the Change in Law occurs.

26.2. In case of a Change in Law, the Parties agree to use reasonable efforts to amend this General Agreement and/or the affected Individual Contracts as necessary to take account of such Change in Law so that this General Agreement and/or the affected Individual Contracts may continue in full force and effect and the Parties may lawfully comply with their obligations hereunder.

26.3. In the event that the Parties are not able to reach an agreement within 30 (thirty) Business Days of such Change in Law, either Party may terminate this General Agreement and/or the affected Individual Contracts by giving written notice to the other Party. A termination of this Agreement in accordance with this clause shall be without prejudice to the rights and obligations of the Parties in respect of the Individual Contracts that are not affected by Change in Law, and without prejudice to and rights and obligations accrued or arising prior to termination of this Agreement. The risk of Change in Law after the Delivery Date shall be borne by the Buyer. No right of termination of this General Agreement and/or Individual Contracts shall exist in such case. Seller shall be entitled to keep any payment made by Buyer made under (an) Individual Contract(s) in respect of those Certificates which have already been transferred.

27. Forward Contract

Each Party agrees that (a) this contract is a “forward contract” within the meaning of the United States Bankruptcy Code, (b) the remedies identified in this Agreement shall be “contractual rights” as provided for in 11 U.S.C. § 556 (as such provision may be amended from time to time) and (c) this Agreement meets the criteria for an exclusion from the definition of “swap” set forth in 7 U.S.C. §1(a)(47(B)(i) or (ii) (as such provision may be amended from time to time).

28. No Third Party Beneficiaries

Nothing herein is intended or should be construed to create any rights of any kind whatsoever in third persons not parties to this Agreement.

29. All Legal Provisions Deemed Included

It is the intent and understanding of the Parties that each and every provision of law required by the laws of the State of New York or California, as the case may be, to be contained in this Agreement and in each Individual Contract shall be contained herein, and, if through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement and each such Individual Contract, as the case may be, shall, upon application of either Party, promptly be amended so as to comply with the laws of the State of New York or California, as the case may be, with respect to the inclusion in this Agreement and each such Individual Contract, as the case may be, of all such provisions.

This General Agreement has been executed by Parties’ duly authorized representatives.

STX Commodities, LLC

City of Roseville

Signed by:

 6E9D04F7AE51476...

Name: Mark Scorsolini

Name:

STX

Title: Head of RECs

Title:

Annex 1

[for reference purposes only]

Individual Contract

This Individual Contract evidences the terms of the binding agreement between Seller and Buyer (as specified below) regarding the sale and purchase of Certificates. This Individual Contract is subject to, supplements and forms part of the General Agreement on sale and purchase of Certificates entered into between the Parties (“General Agreement”).

1. Deal date

[deal date]

2. Reference Number

Seller

[reference]

Buyer

[reference]

Seller

Company

[account]

Address

[account address]

Contact person

[contact person]

Phone

[phone number]

Email

[email address]

Invoice address

[account address]

Bank account details

[bank details]

SWIFT:

[bank details]

IBAN:

[bank details]

Registry account no

[registry account]

Buyer

Company

[account]

Address

[account address]

Contact person

[contact person]

Phone

[phone number]

Email

[email address]

Invoice address

[account address]

Bank account details

[bank details]

SWIFT:

[bank details]

IBAN:

[bank details]

Registry account no

[registry account]

5. Product

Type of Certificate

[product]

Technology

[technology]

Label

[label]

Production domain

[production domain]

Production support

[Not specified/ No support]

6. Transfer/ Redemption

[Transfer] or [Redemption]

Page 10

7. Quantity, Price, Production period, Delivery date, Payment date

Quantity	Price	Production period	Delivery date	Payment date
\$volume \$unit	\$price \$currency/ \$unit	\$production_period	\$delivery_date	\$payment_days days after delivery

8. Comment terms [comment terms]

In case of any objections, please contact us immediately.

STX Commodities, LLC [name counterparty]

Name
Title:

Name:
Title:

RESOLUTION NO. 24-384

APPROVING A BROKERAGE ENABLING AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND EQUUS ENERGY GROUP, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Roseville Electric Utility operates under Electric Utility Risk Management Policies that prioritize the efficient and cost-effective buying and selling of renewable energy, environmental credits, and capacity products; and

WHEREAS, brokerage agreements provide the City with a structured framework for conducting secure, compliant transactions in Renewable Energy Certificates (RECs), California Carbon Allowances (CCAs), California Carbon Offsets (CCOs), Low Carbon Fuel Standard (LCFS) credits; and

WHEREAS, a Brokerage Enabling Agreement with Equus Energy Group, LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Rate Schedule

Broker Name: EOX Holdings LLC- Equus Energy Group LLC
And

Customer Name: City of Roseville

- A. Payment for products bought or sold hereunder shall be made directly between the parties to the transaction and shall not be made to Broker.
- B. Broker charges a brokerage fee for its services (the “**Fee**”). The Fee will be agreed in writing in accordance with the terms of this Agreement. The Fee will be charged at the following rates:

Carbon Products:

- LCFS: \$0.25/credit
- CCA (California Carbon Allowances): \$0.015/allowance
- CCO (California Carbon Offset): Greater of \$0.05/offset or 1%

Renewable Energy & Capacity Products:

- California RECs: \$0.95%
- California RA (Capacity): \$0.95%

Power/Gas Products:

- Natural Gas: \$0.0003/mmbtu
- Power: \$0.01/MWH

From time to time, Broker and Customer’s authorized representative (a trader or a trade group manager) may agree to apply a different commission rate to one or more specific transactions. Broker may charge a different Fee under such circumstances only in the event it is expressly authorized by Customer’s representative on a recorded telephone line with Broker. Under no circumstances may Broker change the rate at which its Fee is determined on a unilateral basis or through the issuance of a transaction confirmation. Customer will have no liability for brokerage fees owed to Broker by any third party.



Jennifer Lauletti
Compliance Manager
10-10-2024

City of Roseville



COUNCIL COMMUNICATION

CC #: 3606
File #: 0800-03

Title: Energy Risk Management Policies Update
Contact: Glenn Hoffman 916-746-1670 ghoffman@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve three updated Energy Risk Policies and reaffirm the existing Energy Hedge Policy for Roseville Electric Utility.

BACKGROUND

Energy markets can be highly volatile and, if unmanaged, can result in significant monetary risk to the City of Roseville. In 2005, the City adopted a comprehensive set of Energy Risk Management Policies to manage the inherent risks associated with operating an electric utility. The policies are:

- **Electric Utility Risk Management Policy:** This is the overarching risk management governance document. It specifies the goals and objectives of the policies and the roles and responsibilities in the risk governance structure.
- **Energy Credit Risk Policy:** This policy defines how credit limits are set and managed.
- **Energy Trading Authority Policy:** This policy sets the types of energy transactions that can be entered into and the levels of authorization the City Manager has for long term hedging and the Power Management Services Agent ("Agent") has for within-the-month operational trading.
- **Energy Hedge Policy:** This policy defines Roseville Electric Utility's hedging goals and risk tolerance.

The policies are reviewed and updated on a regular basis to incorporate changes in the operating environment and periodic independent audits. Staff, the Risk Management Committee, and the Risk Oversight Committee have reviewed the following policy changes and recommend Council approval:

- **Electric Utility Risk Management Policy:** Updated to reflect organizational changes.
- **Energy Credit Risk Policy:** Updated to reflect organizational changes.

- **Energy Trading Authority Policy:** Updated to reflect organizational changes.
- **Energy Hedge Policy:** No changes to the policy, reaffirming as is.

FISCAL IMPACT

There is no fiscal impact associated with the policy changes.

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. Updates to the Energy Risk Policies are not considered a “project” as defined by CEQA and consequently no CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Glenn Hoffman, Electric Resources Planner

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-367

REDLINE Electric Utility Risk Management Policy

REDLINE Electric Energy Credit Risk Policy

REDLINE Electric Energy Trading Authority Policy

RESOLUTION NO. 24-367

REAFFIRMING THE ENERGY HEDGE POLICY AND ADOPTING THE ELECTRIC
UTILITY RISK MANAGEMENT POLICY, THE ENERGY CREDIT RISK POLICY, AND
THE ENERGY TRADING AUTHORITY POLICY

WHEREAS, in 2005, the City adopted comprehensive risk management policies to manage the inherent risks associated with operating an electric utility; and

WHEREAS, these policies need to be reaffirmed every two years; and

WHEREAS, no changes have been made to the Energy Hedge Policy; and

WHEREAS, City Council has reviewed the proposed updates to the Electric Utility Risk Management Policy, the Energy Credit Risk Policy, and the Energy Trading Authority Policy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the Energy Hedge Policy is hereby reaffirmed.

BE IT FURTHER RESOLVED by the Council of the City of Roseville that the Electric Utility Risk Management Policy, the Energy Credit Risk Policy, and the Energy Trading Authority Policy are hereby adopted.

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



Electric Utility Risk Management Policy

~~0311/0306/2021~~ 2024

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ELECTRIC UTILITY RISK MANAGEMENT POLICY

~~0311/0306/2021~~2024

1. Policy Purpose

The purpose of this document is to formalize the policies of the City of Roseville (City) regarding managing the risks inherent to operating its electric utility. Accordingly, this policy will set forth the City's:

- Risk management objectives,
- Risk governance structure and responsibilities, and
- Scope of business activities governed by this policy, and the list of associated electric utility risk management policy guidelines and policy documents.

The City intends that Risk Management will support the advancement of its strategic business plan and will properly manage its business and financial risks through:

- Prudent oversight,
- Adequate mitigation of risks consistent with the City's risk tolerance, and
- Sufficient internal controls and procedures.

Managing the energy risks of the City's business entails the coordination of resources and activities among multiple business units within the City.

2. Risk Management Objectives

The City is committed to provide competitively priced reliable power to its customers. Managing the City's risk is consistent with that mission, and serves the following objectives to:

- Maintain risk within desired tolerances for a defined period in the future,
- Participate in the energy markets primarily for hedging purposes, while still allowing the City to take advantage of market opportunities within strict policy limits,
- Mitigate the effect of price volatility to its customers,
- Maintain stable cash flows,
- Enhance the value of the City's assets/resources
- Leverage opportunities to increase the value of the City to its customers, and
- Effectively communicate the City's activities to manage risk on behalf of its customers and to develop a risk management culture.

3. Risk Governance Structure and Responsibilities

Risk governance will follow a top-down approach whereby the City Council identifies the City's risk management objectives with oversight carried out by a Risk Oversight Committee. Supporting controls, policies, and procedures will be implemented and aligned throughout the risk governance structure, with distinct roles and responsibilities that result in an enhanced risk control environment. Governance and controls include the organizational structure, policies, and procedures that support the City's business models, risk tolerances, electric utility objectives, and segregate responsibilities appropriately.

3.1 City Council – Risk Management Responsibilities and Duties

- Have a basic understanding of utility risk management.
- Through approving the City's electric utility risk management policies, establish the City's objectives with regard to risk management. Those objectives should be consistent with the Council's risk tolerance, time horizon, and benchmarking goals.
- Approve no less than every two years a resolution affirming or amending the City's utility risk management policies. Amendments should be reflective of changes in the City's electric utility operating environment or changes in Council's goals and objectives for risk management.
- Through the Energy Trading Authority Policy, establish the City Manager's authority limits to conduct market transactions.
- Through the Energy Trading Authority Policy, may authorize an agent to manage portfolio risks in real time, up to two months, according to the City's risk management objectives
- Through the Energy Trading Authority Policy, approve participation in specific commodity markets and derivative instruments.
- Through the Energy Credit Risk Policy, establish the process by which counterparty credit limits are set, and how those limits are monitored.
- Through approval of Master Agreements with counterparties, establish credit limits and terms with individual counterparties.
- Through the Energy Hedge Policy, establish requirements for hedging utility risk, and the financial boundaries within which the risk management program must operate.
- Receive regular reports from the Risk Oversight Committee as to the compliance status of the City's risk management policies, and any suggestions for improvement in policies or procedures.
- From time to time, direct staff to engage an independent audit (internal and/or external) of risk control processes and procedures.
- Approves any activity not otherwise delegated in this or related policy documents (Part 5).

3.2 Risk Oversight Committee (ROC) – Responsibilities and Duties

The ROC is established by the City Council as a forum for discussion of the City's risk and financial health prior to City Council discussions or approvals. The Risk Oversight Committee functions as an additional oversight in the City risk governance, allowing the ROC to review and recommend items for City Council approval. The ROC is chaired by the Electric Utility Financial Administrator or designee~~Electric Risk and Compliance Supervisor~~ as a non-voting member and membership includes nine voting members:

- i. Two City Council Member(s)
- ii. Two Roseville Public Utilities Commission Member(s)
- iii. The City Manager
- iv. The Assistant City Manager
- v. The Chief Financial Officer
- vi. The City Attorney
- vii. The Electric Utility Director

Other non-voting attendees may attend the ROC.

3.2.1 The responsibilities and duties of the ROC include:

- Oversee the City's electric risk management activities on behalf of the City Council.
- Establish scope and frequency for management reporting to the Council.
- Regularly review reports detailing risk exposures and compliance with risk management policies and procedures from the City's internal risk management group and the Power Management Services provider
- Discuss the City's major financial risk exposures and the steps management has taken to monitor and control such exposures.
- Recommend to the Council electric utility risk management policy changes.
- Review and recommend any new commodity products, locations, or markets.
- Approve management staff individuals to serve as members of an internal Risk Management Committee.
- Review Risk Management Policy violations referred to it by the Risk Management Committee or the City Attorney to develop remediation procedures and/or initiate disciplinary action.
- Review compliance violations with NERC, WECC, and other regulatory agencies on a regular basis.

ROC meetings are covered by the Brown Act, and subject to the Brown Act rules.

3.3 City Manager – Risk Management Responsibilities and Duties

- Recommend staff management individuals to serve as members of an internal Risk Management Committee.
- Has authority to transact within the limits set by the City Council in the City of Roseville Trading Authority Policy
- Approve proper organization, separation, or consolidation of functional activities.
- Approve the level at which authority to conduct market transactions reside (from City Manager down to transaction execution personnel).
- Assure prudent administrative procedures are established for trade execution, contract controls, credit controls, trading controls, portfolio risk measurement, settlement controls, regulatory compliance, and other risk management activities.

3.4 Internal Risk Management Committee (RMC)- Responsibilities and Duties

The RMC is established by the City Manager as a forum for discussion of the City's risk at the staff level; this includes implementation and monitoring of compliance with the City's risk policy. The RMC executes its risk management responsibilities through a "watch dog" mechanism. While the RMC generally has no authority to act within its structure, it is required to inform appropriate functional authorities (e.g.

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Electric Utility Director, City Manager) regarding policy and procedure exceptions. Membership shall be comprised of the following individuals:

- i. One delegate from the Finance Department
- ii. One delegate from the City Attorney's office

iii. ~~The Electric Utility Director~~

iv. ~~The Electric Utility Chief Operating Officer~~

~~Two Assistant Electric Utility Directors~~~~Three Assistant Electric Utility Directors~~

v. ~~_____~~

~~_____The Electric Utility Director~~

The ~~Electric Utility Financial Administrator or designee~~ ~~Electric Risk and Compliance Supervisor~~ shall participate as a non-voting member of the meetings and serve as RMC Chairperson. Non-voting participants with various segregated risk management responsibilities shall participate in the meetings as determined by the committee members.

3.4.1 The responsibilities of the RMC include:

- Monitor risk management objectives, risk tolerances guidelines, and authority limits employed throughout the electric utility.
- Receive reports by the internal risk management function and independent risk management function on the City's compliance with its electric utility risk management policies.
- Recommend to the City Manager the proper organizational structure, separation or consolidation of functional risk management activities.
- Review proposed risk management strategies for strategic fit, risk exposure monitoring, and reporting and control requirements. The RMC monitors approved strategies for consistency with the City's approved business interests, risk management objectives, approved risk tolerance guidelines, and compliance with the electric utility risk management policies.
- Periodically review the City's risk management program (a detailed review at least once every two years) in light of changes in business practices, improved processes, the City's philosophy and strategy, or market changes; and recommend changes to ensure continued compliance with its established guidelines.
- Hold formal RMC meetings at least quarterly. Standing agenda items should include, but not be limited to, current market strategy, review of current price exposure position (per the Portfolio Model), review current exposure to transactions, control requirements/ enhancements, review of counterparty credit exposure, and trading authority violations.
- As necessary, escalate policy violations to the Risk Oversight Committee for further review.
- Review the infrastructure supporting risk management and ensure that it meets the requirements for risk oversight and compliance.

3.5 Internal ~~Electric Utility Financial Administrator~~ ~~Electric Risk and Compliance Supervisor~~

– Responsibilities and Duties

The ~~Electric Utility Financial Administrator or designee~~~~Electric Risk and Compliance Supervisor~~, is organizationally independent of functions whose activities initiate or directly participate in the commercial wholesale energy trading. Functional independence will be achieved by utilizing Agent and City staff deliverables through the RMC, specifically, the deal capture system, independent scheduling and dispatch, and the monthly portfolio plan. Business units or support functions will be required to provide this function with reports or information required for risk assessment and analysis on a regular or periodic basis. The ~~Electric Utility Financial Administrator or designee~~~~Electric Risk and Compliance Supervisor~~ may delegate responsibilities below when these delegations maintain organizational independence. The ~~Electric Utility Financial Administrator or designee~~~~Electric Risk and Compliance Supervisor~~ oversees the Roseville internal risk management functions. The responsibilities of the ~~Electric Utility Financial Administrator or designee~~~~Electric Risk and Compliance Supervisor~~ include:

- Organize and conduct the RMC and ROC meetings.
- Ensure appropriate individuals are engaged in risk management discussions.
- Review the administration of risk management processes and procedures.
- Review, at least annually, the City's Risk Policies to ensure strategies, trading activity, risk tolerances and proposed changes are aligned.
- Engage the RMC and/or ROC in discussions regarding events or developments that could expose the City to potential losses.
- Develop, recommend, and administer risk management processes and procedures.
- Provide input on tools to assist in risk management.
- Review risk management activities, risk controls, and recommend modifications of controls to meet changing business needs.
- Review adequacy and accuracy of reports, and report any deficiencies to the RMC. Recommend actions to address deficiencies.
- Assess risks to the City in aggregate, by business unit, and by material business activities.
- Perform periodic internal audits of risk control processes and procedures to ensure that the City complies with its electric utility risk management policies.
- Report any violation of The City's risk policies.
- Review and approve changes to the risk management procedures, as appropriate, except those that require higher authority (Ex. City Manager) approval.
- Report regularly to the RMC, at a minimum, but not limited to:
 - Portfolio Model risk measure
 - Policy and procedural violations
 - Credit and contract risk exposures
 - Other key performance indicators that support effective energy risk management.
- Report to the RMC and ROC on the City's compliance with its electric

utility risk management policies and risk management in accordance with the risk policies.

- Review and evaluate proposed activities and transactions to be executed by the ~~City, and~~ City and ensure adequate analysis (risk-reward) has been performed with proper assessment and management of any such risk consistent with risk management objectives and Council approved risk tolerance guidelines, and compliance with risk management policies, including the financial, legal, credit, and operational impact.
- Maintaining the City Risk Policies, ensuring the Risk Policies are current to the business and recommending needed changes to the RMC and ROC.

3.6 Power Management Services Agent (Agent)

– Roles and Responsibilities

The City may select an Agent to obtain selected energy risk management and transaction execution services (Otherwise these services devolve to the City). The Power Management Services Agent Middle Office reports to Electric Utility Financial Administrator or designee ~~the Electric Risk and Compliance Supervisor~~. In accordance with the agreements between The City and its Agent, its Agent is authorized to and shall:

- Periodically provide the City with a controls audit report from an independent auditor.
- Perform short term load forecasting, dispatch optimization and execute energy transactions on behalf of the City in accordance with established delegations of authority and compliance requirements set forth by the City Council and/or City Manager.
- Administer counterparty contracts and manage credit in compliance with the City of Roseville Energy Credit Risk Policy.
- Provide the City with daily reports on individual transaction details, commodity positions, and counterparty credit positions for transactions executed by the Agent.
- Provide the City with periodic risk profile reports addressing the City's energy risk and compliance with its Energy Hedge Policy. Recommend hedging strategies within the time horizon specified by the City for assessment.
- Capture the City's transactions in its risk management systems.
- Monitor compliance of transactions with the City of Roseville Energy Trading Authority policy.
- Confirm transactions with the City's counterparties.
- Mark to Market forward trades for credit exposure purposes.
- Provide information to the City for the purpose of billing settlements and development of mid to long term hedging strategies.
- Prepare a monthly report to the City's Electric Utility Financial Administrator or designee ~~Electric Risk and Compliance Supervisor~~ detailing compliance with the City's Risk Policies, suitable for delivery to the RMC and ROC.
- Prepare a monthly policy violations report for the City's Electric Utility Financial Administrator or designee ~~Electric Risk and Compliance Supervisor~~ and City Attorney.

4. Scope of Business Activities Governed by this Policy

This policy is designed to be broad enough in scope to cover all risks inherent in operating a City owned electric utility. Much of the focus is on power supply cost and retail revenue risk; however, that focus is not to the exclusion of other risks that may materially affect City operations and its ability to provide competitively priced reliable power to its customers.

Roseville is subjected to risk inherent in the business environment in which it operates. Exposure to risks inherent in the energy markets could result in a multitude of diverse positive or negative consequences for Roseville. Commodity Price Risk, Volumetric risk, Operational Risk, Counterparty Risk and Regulatory and Environmental Risk are among the most critical and identifiable of the risks relevant to Roseville, as they pertain to the scope of this Policy.

4.1 Energy Risk Categories and Mitigations:

- i. *Commodity Price Risk:* Roseville is exposed to risks from volatile natural gas and power market prices. These risks are mitigated by fixed price energy procurement requirements in the Energy Hedge Policy and the trading controls put in place by the Trading Authority Policy.
- ii. *Volumetric Risk:* This is the risk of mismatch between load (demand) and resources (supply). This risk is especially important for load serving entities, like Roseville, and can result in either insufficient supply or exposure to volatile spot market prices. The price risk is mitigated by the Energy Hedge Policy which does not allow the City to be greatly over- or undersupplied. The risk of insufficient supply is also mitigated by capacity procurement practices which build in a reserve margin for extreme conditions.
- iii. *Operational Risk:* This is the risk of loss from inadequate or failed internal processes, equipment, people and systems. These risks are mitigated through the development of risk management policies and procedures, prudent oversight and sufficient internal controls and procedures.
- iv. *Counterparty Risk:* Counterparties sometimes fail to perform as contracts state due to defaults and bankruptcies. This risk is mitigated by the credit management practices in the Credit Risk Policy.
- v. *Regulatory and Environmental Risk:* Changes in regulatory or legislative mandates may require the City to take actions that increase costs. Examples include the Renewable Portfolio Standard (RPS) and Green House Gas (GHG) programs. RPS and GHG risks are addressed by Roseville's GHG Cap and Trade Program and RPS Procurement Plan and Enforcement Plan. Other regulatory risks are addressed in a similar fashion as they arise.

5. Associated Guidelines, Controls, Policies and Procedures

Supporting policies and procedures are required as outlined below. Responsibility for their approval and modification requires the approval of the Council unless otherwise stated. Oversight and compliance shall be consistent with the governance section of this policy. Items not clearly defined in this policy require the approval of the Council, unless otherwise stated.

City of Roseville Energy Credit Risk Policy
City of Roseville Energy Trading Authority Policy
City of Roseville Energy Hedge Policy
Resolution 06-02 retaining ACES for power management services
Resolution 06-286 declaring ACES as agent for the purposes of risk policies
“ACES” – Alliance for Cooperative Energy Services Power Marketing

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Energy Credit Risk Policy

~~0311/0306/2021~~ ————— ~~2024~~

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ENERGY CREDIT RISK POLICY

113/063/20212024

1. Policy Overview

Managing credit exposure is an important component in overall risk management. Credit risk is defined as the potential loss the City of Roseville ("City") could incur as a result of non-payment or non-performance by a counterparty. The amount of credit risk in a trading portfolio can be measured, monitored and mitigated in order to maintain the level of credit risk authorized by the City. Forms of credit risk are:

- **Payment Risk** which is the cost exposure to the value of accounts receivable and accrued receivables (delivered but not invoiced).
- **Performance (mark to market) Risk** which is the cost exposure of replacing the contractual obligations of open contracts in the relevant market place.

As part of risk management, credit risk management is a control and oversight activity. It must remain independent from the trading activity, but work closely with the business to ensure that credit policies are implemented and maintained.

The objective of credit risk management is to preserve the capital and liquidity of the City by establishing procedures that define the determinants for granting open lines of credit and managing counterparty credit exposure. The intent of this policy is to reduce counterparty default risk to its lowest acceptable level.

2. Extension of Credit to Counterparties

The credit analysis of each counterparty is to be performed by the Credit Department of Power Management Services Agent ("Agent") and submitted with recommendations regarding credit limits to the Electric Utility Financial Administrator or designee Electric Risk Management Administrator for approval. The point of contact for the City is the Electric Utility Financial Administrator or designee Electric Risk Management Administrator.

The City will manage its counterparty credit risk primarily through diversification, execution with qualified counterparties, the use of standardized trading contracts (EEI, WSPP, NAESB, ISDA), credit and collateral agreements and strict adherence to credit limits. The City will attempt to diversify its portfolio by entering into transactions with numerous counterparties. The City will maintain an approved counterparty list.

In negotiating agreements and ongoing contractual terms with counterparties, the Agent as well as the City shall strive to include prudent industry practice credit provisions.

These shall include, but are not limited to, explicit netting agreements and provisions granting the Agent the right to call for and receive collateral in the event the counterparty exceeds its approved collateral threshold or suffers a material adverse credit event.

The creditworthiness of each counterparty must be determined through a fundamental analysis of the counterparty's financial and operational condition.

The credit analysis incorporates two basic components, a business profile (qualitative analysis) and a financial profile (quantitative analysis). A credit limit and a term limit are established as a result of this due diligence process.

3. Credit Analysis – Determination of the Amount of an Unsecured Credit Limit

Counterparties may qualify for the extension of an unsecured credit limit from the City by providing audited financial statements that indicate sufficient financial strength to allow for the extension of an unsecured credit limit and at least one of the following:

3.1

- i. An issuer rating or a long term unsecured debt rating of at least BB- from Standard & Poor's or Ba3 from Moody's for transactions up to one week forward.
- ii. An issuer rating or a long term unsecured debt rating of at least BBB- from Standard & Poor's or Baa3 from Moody's for transactions beyond one week forward.
- iii. In the event that the counterparty does not have a debt rating, the Agent may use their Proprietary Credit Scoring Model to determine an internal rating. An internal rating of at least BB- is required for transactions up to one week forward. An internal rating of at least BBB- is required for transactions beyond one week forward.
- iv. At any time, and regardless of credit ratings, the City Council may authorize transactions with counterparties determined to be beneficial to The City.

3.2 Trade and banking references that indicate the company has sufficient history and adequate credit facilities to allow for the issuance of an unsecured credit limit.

The Agent will use the unsecured ratings of Standard & Poor's or Moody's when available. For unrated counterparties two internal Credit Scoring Models should be utilized.

- One credit scoring model is designed for public counterparties. This includes generation and transmission cooperatives, distribution cooperatives, municipalities, government agencies, public power agencies, and other not-for-profit counterparties.
- The second credit scoring model is used for assigning a rating to non-public counterparties or for profit counterparties.

The purpose of two separate credit scoring models is to provide recognition of two distinct business models and the drivers that meaningfully distinguish and measure the financial and credit risks of each.

Once a counterparty has been determined to be creditworthy, an unsecured credit limit may be recommended by the Agent's credit risk management department up to 5% of tangible net worth, or, in the case of governmental agencies or non-profit wholesale power suppliers, up to 10% of their average free cash flow for the prior two years. In order to help the City make its unsecured credit limit decision, the Agent will provide both the unsecured credit limit recommendation, and an Unconstrained Estimate of Creditworthiness (5% of tangible net worth or, if requested by The City, 10% of average free cash flow) when the recommendation is made.

4. Approval Authority

The City has discretion to set a counterparty's unsecured credit limit based on the following guidelines. The maximum unsecured credit limit is limited by two factors

4.1 The lesser of the counterparties S&P and Moody's ratings, or if unrated, their score under the Agent's Proprietary Credit Scoring Model, used to define a fixed maximum unsecured credit limit.

4.2 This same criteria is used to define a percentage of their Unconstrained Estimate of Creditworthiness ("UEW")

The table below defines how the unsecured credit limit may be set

Credit Strength			Maximum Unsecured Credit Limit	
Rated		Unrated	(Lesser of the Two Limits, Minimum of \$0)	
Lesser of Both Ratings				
S&P	Moody's	Agent Internal Rating	Fixed Value	% of UEW
>= A-	>= A3	>= A-	\$25,000,000	65%
BBB+	Baa1	BBB+	\$15,000,000	50%
BBB	Baa2	BBB	\$10,000,000	50%
BBB-	Baa3	BBB-	\$2,500,000	35%
<BBB-	<Baa3	<BBB-	\$0	35%

Levels of authorization at City's discretion:

City's ~~Electric Utility Financial Administrator or designee~~**Electric Risk Management Administrator**: Up to \$10,000,000

City's **Electric Utility Director**: Approve up to the amount in the above table

City Council: Amounts exceeding the above table

The City Council may approve collateral threshold tables within master agreements in excess of the amounts in the above table. This action establishes a maximum unsecured credit limit for the counterparty based on their credit rating.

Once an unsecured credit limit has been established by either the City's Electric Utility Director or the City Council, the City's ~~Electric Utility Financial Administrator or designee~~**Electric Risk Management Administrator** may issue a working credit limit at any level up to the amount established.

5. Credit Enhancements

Counterparties that do not qualify for an extension of an unsecured credit limit must post at least one of the following types of security prior to the execution of a transaction:

- 5.1 Corporate Guarantee:** Counterparties may provide a guarantee from a third party that meets the creditworthiness requirements noted above. If a counterparty provides such a guarantee, the amount of any unsecured credit limit will be determined through an analysis of the financial statements of the guarantor. All guarantees must be in a format that is acceptable to the City.
- 5.2 Letter of Credit:** Counterparties may provide an irrevocable letter of credit for an amount sufficient to cover the related transactions. Letters of credit must be issued by a U.S. bank or a financial institution or a U.S. branch of a foreign bank with a rating of at least A from Standard & Poor's or A2 from Moody's.
- 5.3 Prepayment (margin):** Counterparties may provide a prepayment or cash margin deposit that is sufficient to cover the related transactions.⁶

6. Counterparty Credit

Establishing limits and monitoring credit information should be done separately from energy transaction activities in order to ensure appropriate segregation of duties within the City.

6.1 Credit Limit: is defined as the sum of:

- i. the approved amount of the unsecured credit limit plus
- ii. the approved guaranteed amount of any guarantee(s) held plus
- iii. the value of any letter of credit or cash collateral held plus
- iv. the approved value of any other type of collateral held

6.2 Available Credit: is the dollar amount remaining open on the working credit limit approved for a counterparty.

6.3 Exposure: is the total amount of a counterparty's credit exposure defined as the sum of:

- i. The dollar value of all amounts invoiced and unpaid.
- ii. The dollar amount of all deliveries that have not yet been invoiced.
- iii. The marked to market value of all forward trades.
- iv. Less all offsetting amounts that are supported by legally binding netting agreements or EEI Agreements.

7. Counterparty Credit Reviews

New counterparties are to be evaluated for creditworthiness by the Agent's credit risk management department prior to any transactions. Unsecured credit limits up to \$10,000,000 may be recommended by the Director of Credit of the Agent.

Existing counterparties are to be formally reviewed and documented by the Agent's credit risk management department on a yearly basis at a minimum. More frequent reviews may be necessary, at the discretion of the Agent credit risk management department or the request of the City.

Counterparties sharing a common parent or affiliation will be assigned to a group. A credit limit will be assigned to the group with individual credit limits being assigned to each counterparty within the group. The aggregate credit limit of these counterparties will not exceed the established group limit.

8. Credit File Documentation and Retention

Credit analysis, approvals and denials must be documented in writing and all counterparty information shall be contained in formal credit files that are maintained at the offices of the Agent. These credit files are expected to contain audited financial statements and a credit review analysis report with a credit limit

recommendation signed by the Director of Credit of the Agent. These files should also contain as much of the following as possible:

- At least the two most recent years of audited financial statement information, if counterparty does not have ~~publically~~publicly available financial information. (i.e. counterparties that do not file with the SEC)
- Rating information as published by Standard & Poor's or Moody's.
- General industry information, if applicable.

9. Credit Controls and Trading Restrictions

An approved list of trading counterparties noting working credit limits, available credit, and tenor restrictions is distributed each business day to all traders either via e-mail or through the Agent website. Under no circumstances should a trade be executed with a counterparty that does not appear on the approved list of trading counterparties. No credit sleeving transactions shall be executed.

The Director of Credit of the Agent is to provide general oversight over the credit function, reporting any credit issues to the Electric Utility Financial Administrator or designee ~~Electric Risk Management Administrator~~ who will ensure dissemination to the Risk Management Committee and the Risk Oversight Committee of the City.

Entering into unsecured transactions with a counterparty that will cause the total credit exposure to that counterparty to exceed the available credit will be allowed only if new working credit limits are set in writing. No new transactions are to be entered into with counterparties that have exceeded their working credit limits except as they may mitigate (offset) existing exposure, contingent upon a netting agreement. Any new unsecured, unauthorized transactions entered into with a counterparty that has a credit exposure in excess of its assigned working credit limit will subject the trader to disciplinary action.

All violations of this policy will be reported to the Risk Management Committee of the Agent. The Agent will also report such violations to the City Attorney and the City's Electric Utility Financial Administrator or designee ~~Electric Risk Management Administrator~~, who will be responsible for dissemination to the City's Risk Management Committee in a timely manner. If warranted, the City's Risk Management Committee could escalate the issue to the City's Risk Oversight Committee to develop remediation procedures and/or initiate disciplinary action.

10. Receivables/Payables Management

Unless otherwise instructed by the City, the Agent will consider all receivables/payables to be settled on the payment due date of the executed transaction.

As is generally accepted accounting practice, if necessary, a reserve will be established to allow for potential bad debts. This reserve will be determined jointly by the Director of Credit at Agent and the Finance Director of the City.

11. Collateral Management

The Agent is authorized to give credit information on the City to counterparties in order to establish credit approvals. The Agent will coordinate with the Finance Department of the City regarding the issuance or receipt of collateral to support a transaction. Any collateral that is received by the Agent for the City will be held by the City.

12. Related Policies

i. Supporting policies and procedures are required as outlined below:

City of Roseville Electric Utility Risk Management Policy
City of Roseville Energy Trading Authority Policy
City of Roseville Energy Hedge Policy
Resolution 06-02 retaining APM for power management services
Resolution 06-286 declaring APM as agent for the purposes of risk policies
"ACES" – Alliance for Cooperative Energy Services Power Marketing

Amendments to the Credit Risk Policy of the City:

From time to time it may be necessary to make changes to the Credit Risk Policy of the City. Amendments to this policy will be made by City Council action.

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Energy Trading Authority Policy

~~0211/2406/2022~~
2024

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ENERGY TRADING AUTHORITY POLICY

211/2406/20224

1. Purpose

The Trading Authority Policy ("Policy") is the framework containing the governing rules and requirements associated with the City's energy related transactions. The Policy also specifies the list of authorities or powers granted by the City Council of the City of Roseville ("City") to the City Manager and key personnel that can execute energy related transactions.

1.1 The Trading Authority Policy includes directives that address the following:

- i. The City's intention regarding hedging and speculating;
- ii. Who has authority to execute transactions;
- iii. The commodities and products that can be transacted;
- iv. The authorized lead-time and term for each transaction;
- v. Counterparty contract and credit requirements;
- vi. Other relevant factors associated with due diligence in authorizing transactions to be executed.

2. Execution Authority

The City Council granted the City Manager the ability to delegate his/her authority to the Electric Utility Director and Power Management Services Agent ("Agent") at his/her discretion. The City Manager may also choose to amend the extent of authority granted to the Electric Utility Director and Agent at his/~~her~~sher discretion as long as it does not surpass the limit of his/her own authority.

The Transaction Authority Matrix outlines the Execution Authority Limits and defines the trading limits applicable to purchases and sales for each authority level.

All transactions must be executed via a recorded communication method. Recorded communications must be maintained and controlled by personnel who are independent of the trading function. Any request by the City for the Agents to execute on its behalf a transaction beyond the Agent's authority must be documented in accordance with this Policy.

3. Requirements

3.1 Credit Requirements –

- i. Roseville Electric shall not intentionally exceed the credit limit associated with each counterparty. Entering into unsecured transactions with a counterparty that has total credit exposure greater than or equal to its open line of credit and the total of any security currently provided, will be managed according

to the City of Roseville Energy Credit Policy. *(Note: Since credit exposures are a function of not only positions traded, but also a function of market pricing and volatility, credit exposure to a counterparty may unintentionally exceed a credit limit purely due to changes in the forward market).*

3.2 Contract Requirements –

- i. Transactions with counterparties shall only be permitted if City has an active, valid, and executed agreement enabling such trading activity with that counterparty.
- ii. Long form confirmations may be used as a valid agreement in lieu of a permanent agreement, when necessary, if approved by the Roseville City Council.

4. Non-Permissible Transactions

4.1 Sleeving

- i. No sleeving transactions for credit or contract purposes shall be executed. Note: Credit Sleeving is an arrangement where a more financially reputable entity acts as middleman for a smaller, undercapitalized entity in the purchase or sale of power. Contract sleeving is an arrangement where an entity acts as a middleman between two entities to bridge a contract gap that exists between the two entities.

4.2 Speculative

- i. The primary purpose of trading activities shall be for hedging and portfolio optimization (including participation in arbitrage opportunities). However, the Energy Hedge Policy does allow the City to take advantage of market opportunities through transactions that could in the strictest sense be labeled speculation if those transactions expose the City to additional risk. The Energy Hedge Policy defines what is permissible in this regard.

5. Standard Transactions

Types of transactions that are executed by Roseville or its Agent must be consistent with City Council resolutions, all applicable laws, and rules and regulations. These may include, but not limited to the following:

5.1 Enabling and Master Agreements

5.2 Purchase and Sales of Energy Products such as:

5.2.1 Electric Power and Transmission (Financial and Physical Contracts)

- i. Purchase energy or capacity to serve load above what is expected to be generated or purchased from existing resources, or if energy or capacity purchases are more economical than existing resources.

- ii. Sell existing capacity or energy that is expected to be in excess of the City's requirements.
- iii. Execute financial transactions, including CAISO virtual transactions, to fix the price of variable commodity purchases or sales.
- iv. Purchase from the CAISO markets to meet the City's load requirements or sell into the CAISO markets energy in excess of the City's load requirements.
- v. Purchase call options to limit price exposure on short power positions.
- vi. Sell call options or tolling agreements on capacity that is expected to be in excess of the City's resource requirements.
- vii. Purchase a "floor" to limit price exposure on long power positions.
- viii. Sell a "floor" to offset a portion of the price of the purchase of call
- ix. Execute physical spread transactions at authorized locations.
- x. Transmission purchases are to be as firm as possible to reasonably assure the delivery of the commodity at the firmness transacted.

Notes:

- Physical Contracts are contracts that require "sellers" to produce and deliver the commodity to the "buyers". Financial Contracts do not involve a direct physical delivery of a commodity; instead they use cash settlements, the buyer either gains or loses credit against the seller based on the difference between the agreed "entry" price and the "final" settlement price.

5.2.2 Natural Gas and Transportation (Financial and Physical Contracts)

- i. Purchase natural gas and transportation that is expected to be needed to fuel the Roseville facilities. Enter into imbalance and storage agreements if deemed beneficial to fuel Roseville facilities.
- ii. Sell surplus gas, or release transportation capacity, if more economic energy is available for purchase.
- iii. Purchase call options to limit price exposure on short natural gas positions.
- iv. Sell call options or tolling agreements on capacity that is expected to be in excess of the City's resource requirements.
- v. Purchase a "floor" to limit price exposure on long natural positions.
- vi. Sell a "floor" to offset a portion of the price of the purchase of call options listed in item (5) above.
- vii. Transportation purchases are to be as firm as possible to reasonably assure the delivery of the commodity at the firmness transacted.

5.2.3 Environmental Compliance Instruments

- i. Purchase environmental compliance instruments, including but not limited to LCFS credits, GHG allowances, GHG offsets and Federal SO₂ and NO_x emission allowances expected to be necessary to optimize the operation of the City's resource portfolio.
- ii. Sell environmental compliance instruments, including- but not limited to- Carbon Free Attributes, LCFS credits, GHG allowances, GHG offsets,

and Federal SO₂ and NO_x Emission Allowances deemed unnecessary for efficient operation of the City's resource portfolio.

5.2.4 REC's and Energy Attributes

- i. Purchase or sell renewable energy credits and/or energy attributes as required to meet compliance requirements.

5.2.5 Congestion Revenue Rights

- i. Execute congestion revenue rights or physical transmission transactions, including natural gas transportation to manage congestion price risk.

5.2.6 Ancillary Services

- i. Purchase bilateral ancillary services to meet the City's load requirements or sell bilateral ancillary services in excess of the City's load requirements.
- ii. Purchase CAISO Ancillary Services (Spinning Reserves, Non-Spinning Reserves, and Regulation) to meet the City's load requirements or sell CAISO Ancillary Services in excess of the City's load requirements.

5.2.7 Movement of energy to and from:

- i. CAISO (NP15 and SP15), BANC (Balancing Area of Northern California), Mid-Columbia, John Day, Big Eddy and COB
 - a. Execute physical spread transactions at authorized locations.
 - b. For financial electricity transactions, authorized locations include CAISO NP 15 EZ Gen Hub, CAISO SP 15 EZ Gen Hub, the Balancing Area of Northern California (BANC), Mid-Columbia, John Day, Big Eddy, and COB. These same locations are authorized for physical electricity transactions to the extent delivery can be reasonably expected.
 - c. Additional physical and financial locations include owned-generation locations within the CAISO, and CAISO inter-ties for import and export transactions.

5.2.8 Movement of Natural Gas to and from:

- i. PG&E CityGate, Malin, Topock, Henry Hub, and SoCal Border
 - a. Execute physical spread transactions at authorized locations.
 - b. For Natural Gas physical and financial transactions, authorized locations include PG&E CityGate, Malin, Topock and the SoCal Border.
 - c. Henry Hub is authorized for financial Natural Gas hedging, as well as Henry Hub to PG&E CityGate Basis.

5.2.9 Energy Exchange:

Energy exchange transaction is defined as any transaction in which similar quantities of energy are exchanged across locations or commodities to lower cost, or to reduce risk or to increase reliability.

6. Non-Standard Transactions

City staff may enter non-standard Transactions with City Council approval. Non-standard Transactions fall outside the scope of the defined “Standard” Transactions; these may include new opportunities that involve the following:

- i. New commodities
- ii. Location outside defined trading boundaries
- iii. Pilot program

6.1 The approval process for non-standard transactions are defined by the following:

- i. Transaction Proposal -

The proposal is the responsibility of the person or business group proposing the transaction. The proposal should address the business need, risks, trading controls, valuation methodology, accounting methodology, operations workflow/methodology, and assessment of legal and regulatory issues.

- ii. City Council Review -

The Risk Oversight Committee (“ROC”) will perform a review on behalf of, and make a recommendation to, the City Council on the benefits and risks of the proposed transaction. The City Council will assess the proposed transaction and make a determination whether to add the proposed transaction to the approved list.

7. Aggregated Dollar Authority Limits

The aggregated dollar authority limit specifies the corresponding maximum dollars each authority level is allowed to authorize for forward transactions for Electric Power, Transmission, Natural Gas, Transportation, Environmental Compliance Instruments, RECs and Energy Attributes, Congestive Revenue Rights, Ancillary Services, and Energy Exchanges. See Authority Matrix for details.

7.1 Authority Matrix:

Title	Source of Authority	Products							Term	Delivery Lead Time	Termination Limits	Aggregate Dollar Authority Limit	
		Power & Transmission	Nat. Gas & Transportation	Environmental Compliance Instruments	RECs and Energy Attributes	Congestions Revenue Rights	Ancillary Services	Energy Exchanges				Net	Gross
City Council	State Law, City Charter	X	X	X	X	X	X	X	No Limit	No Limit	No Limit	No Limit	No Limit
City Manager	City Council	X	X	X	X	X	X	X	≤ 6 Years	≤ 6 Years	≤ 6 Years	\$500,000,000	\$700,000,000
Utility Director	City Council							X	≤ 3 Month	≤ 6 Months	≤ 1 Year	\$5,000,000	\$5,000,000
Agent's CEO	City Council	X	X			X	X	X	≤ 1 Month	≤ 6 Weeks	≤ 2 Months	\$23,000,000	\$31,000,000

i. Matrix Explanations:

- The gross aggregate limits represent the maximum allowable total dollars based on the absolute values of all forward purchases and sales.
- The net aggregate limits represent the maximum allowable total dollars between all forward purchases and sales.
- Delivery Lead Time represents the time period from the date a trade is executed to the start of the trade.
- Unless otherwise stated, the dollar limits are based upon electric power only and do not include transmission, however, the Term, Lead Time, and Quantity limits do apply to transmission.
- Termination Limit refers to the last day of the term from the execution day of the contract.

7.2 Authority Matrix for Agent's Short-Term Traders:

Product	Source of Authority	Per Transaction Limits					Per Trading Day Limits (Up to)		Aggregated Limits (Up to)		
		Term	Delivery Lead Time	Termination Limits	Volume Size	Total Cost (\$)	Volume Size	Total Cost (\$)	Total Volume	Net Total (\$)	Gross Total (\$)
Power and Transmission		> 1 Week ≤ 1 Month	≤ 6 Weeks	≤ 2 Months	8,400 MWh per Week	\$1,050,000 per Week	111,600 MWh	\$14,000,000	446,400 MWh	\$17,000,000	\$21,000,000
		> 1 Day ≤ 1 Week			2,400 MWh per Day	\$600,000 per Day	33,600 MWh	\$8,400,000			
		≤ 1 Day			4,800 MWh per Day	No Max. (Keep Lights On)	No Max. (Keep Lights On)	No Max. (Keep Lights On)			
Natural Gas and Transportation	City Council (Can be Modified by City Manager)	≤ 1 Month	≤ 6 Weeks	≤ 2 Months	12,000 MMBTU/D	X	775,000 MMBTU	\$6,200,000	775,000 MMBTU	\$6,200,000	\$9,300,000
		> 1 Day ≤ 1 Week			40,000 MMBTU/D	X	280,000 MMBTU	\$4,200,000	400,000 MMBTU	\$4,000,000	\$6,000,000
		≤ 1 Day	≤ 1 Week	≤ 2 Weeks	50,000 MMBTU/D	X	150,000 MMBTU	\$3,000,000	150,000 MMBTU	\$2,000,000	\$4,000,000

i. Matrix Explanations:

a. Power and Transmission Transactions:

- Transaction Limits represent the MWh volume per period labeled in the table and total dollars per period (as labeled above) for each transaction executed.
- Per Trading Day Limits represent the total MWH volume and dollars for all transactions executed in a trading day.
- The transaction term limit for the Agent of ≤ 1 Day covers individual daily transactions as well as executed transactions for more than one day to accommodate weekends or holidays, which could have terms up to 3 days for a normal weekend and up to 5 days for a holiday weekend.
- The gross aggregate limits represent the maximum allowable total dollars based on the absolute values of all forward purchases and sales.
- The net aggregate limits represent the maximum allowable total dollars between all forward purchases and sales.
- Delivery Lead Time represents the time period from the date execution to the first day of the term of the trade.
- Unless otherwise stated, the dollar limits are based upon electric power only and do not include transmission, however, the Term, Lead Time, and Quantity limits do apply to transmission.
- Termination Limit refers to the time period between the date of execution and the last day of the term of the trade.

b. Natural Gas and Transportation Transactions:

- Transaction Limits represent the daily MMBtu volume for each transaction executed.
- Per Trading Day Limits represent the total MMBtu volume and dollars for all transactions executed in a trading day.
- The transaction term limit for the Agent of ≤ 1 Day covers individual daily transactions as well as executed transactions for more than one day to accommodate weekends or holidays, which could have terms up to 3 days for a normal weekend and up to 5 days for a holiday weekend.
- The gross aggregate limits represent the maximum allowable total dollars based on the absolute values of all forward purchases and sales.
- The net aggregate limits represent the maximum allowable total dollars between all forward purchases and sales.
- Lead time represents the time period from the date a trade is executed to the start of the trade.
- One monthly NYMEX contract contains 10,000 MMBtu.
- The dollar limits are based upon commodity gas only and do not include transportation, however, the Term, Lead Time, and Quantity limits do apply to transportation.
- Termination limit refers to the last day of the term from the execution day of the contract.

7.3 CAISO Trading Authority Matrix for Agent's Short-Term Traders:

Products	Delivery Lead Time	Term	MW Size	\$/MWh
Generation Awards	As Required by CAISO	1 Operating Day	230	CAISO Price Cap
Demand Awards	None			
Inter SC Transactions (IST)	As Required by CAISO	1 Operating Day	200	CAISO Price Cap
CAISO Imports			230	
CAISO Exports			375	
Ancillary Services			200	
Congestion Revenue Rights	None			

i. Matrix Explanations:

- Generation Award Limits are per generating unit within the CAISO.
- Demand Award Limits are per each load location.
- CAISO Imports and Exports are by location and are each monitored separately.
- Inter SC Transactions (IST) are each monitored separately.
- Limits for Ancillary Service Awards apply to the Regulation and Operating (Spinning and Non- Spinning) Reserve Market. Limits for ancillary services transacted bilaterally are addressed in the power authority matrix.
- Only Congestion Revenue Rights that are bought and sold via the long-term, annual and monthly auctions or in the secondary market are monitored per the limits above. This excludes congestion revenue rights allocated in the Annual Allocation.
- Term applies to either the calendar year or planning year.

8. Acknowledgements

8.1 Violations and Sanctions –

- i. Violations of this Policy must not occur. Should it be deemed that violations did occur due to the actions of City employees, the Agent will notify the City's ~~Electric Utility Financial Administrator or designee Electric Risk and Compliance Supervisor~~ and the City Attorney of such violations. Those individuals will have the responsibility to bring the violations to the Risk Management Committee for discussion. If warranted, the Risk Management Committee may escalate the issue to the Risk Oversight Committee to develop remediation procedures.

8.2 Policy Effective –

- ii. This Policy is in effect upon the City Council's approval and shall remain in effect until a replacement policy has been approved by the City Council superseding this Policy.

9. Responsibility

It shall be the responsibility of the City Council, through the duly appointed Risk Oversight Committee, Risk Management Committee and the City Manager to assure compliance with this policy.

10. Related Policies

10.1 Supporting policies and procedures are required as outlined below:

- i. City of Roseville Energy Credit Risk Policy
- ii. City of Roseville Electric Utility Risk Management Policy
- iii. City of Roseville Energy Risk Identification Policy and Hedge Plan
- iv. Resolution 17-368 declaring ACES for power management services
- v. Resolution 16-161 declaring ACES as agent for the purposes of risk policies.



Energy Hedge Policy

~~0111/0506/2022~~ 2024

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1. Summary

The City of Roseville ("City") Hedge Policy outlines the energy hedging policy (natural gas and electricity) that will guide disciplined hedging of forward energy resources. The hedge policy is designed to reduce energy rate volatility and to maintain rates within reasonable tolerances. The primary purpose of this policy is to identify specific guidelines and criteria for procuring projected energy needs. These procurement criteria are defined for quarters, fiscal years, and calendar years as appropriate in the different parts of the policy.

The policy largely employs a price averaging strategy of declining percentage of energy supply positions held over forward time periods. This strategy protects the City from potential adverse impacts that could result from either significant energy price increases or decreases. The strategy also maintains some elements of procurement to remain flexible. For example, during times of extremely attractive market conditions, this policy allows for increasing the amount of forward energy hedged above the stated ranges with the concurrence of the City's Risk Oversight Committee ("ROC"). A key component of the policy is a monthly report for the Risk Management Committee and a quarterly report to the City Council and ROC, which is outlined herein.

2. Hedging Policy Criteria

2.1 Rolling Monthly Hedge Ranges

One criterion of this policy is to have energy procured within defined volumetric ranges during the following rolling monthly and quarterly timeframes. These ranges identify the percentage of City's projected total energy needs that will be procured with fixed price energy over a given time period. For use within this policy, energy needs are considered hedged or procured to the extent that the projected need is met by:

- i. Authorized Transactions, as defined in the Roseville Trading Authority Policy

or

Other transactions as Authorized by the City Council, using the process outlined in the Roseville Trading Authority Policy. Options with out of the money strike prices may be used to hedge forward volumes, provided that they do not account for more than 15% of the projected energy needs in any given month, and they are not more than 50% out of the money at the time of the transaction.

2.2 The City will hedge projected energy needs based on the following criteria:

Lead Time	Months 1 to 12	Quarters 5 to 8	Quarters 9 to 12
Hedging Frequency	Monthly	Quarterly	Quarterly
Range (%)	90-110	70-100	45-80

i. Lead Time: This is the amount of time from the current period (including the current period). It may be defined in months or quarters.

ii. Hedging Frequency: This is the frequency that the hedging period changes. This is to prevent a situation where Month 36 (the last month of Quarter 12) would have to be hedged at a time when monthly purchases are very illiquid. It also defines the purchases of hedges, indicating that a one-month hedge could be purchased for each month between Month 1 and Month 12, whereas a whole quarter hedge would be purchased for a period starting Quarter 5. In case of a conflict, monthly frequency has precedence over quarterly.

iii. Range: This is the lower and upper bounds of overall energy needs that will be required to be covered with fixed price energy, and/or up to 15% with call options. If the percentage of overall energy compared to the expected load for the total lead time is within the bounds, then Roseville is in compliance.

iv. Remediation Period on Violation is 45 Days, meaning the City has 45 days from the date of the violation notice to get back in compliance with the hedging policy.

Deviations that exceed the range will require approval of the ROC and/or City Council, and will be part of the regular reporting to the City Council.

Because the models being used to determine official compliance with this policy are being run by an external entity, the City's first warning of being out of compliance with this policy may occur when a report is delivered showing it out of compliance. As such, the City will have 45 days to remedy the out of compliance situation before it is deemed a violation.

2.3 Hedge Timing and Volumetric Minimums

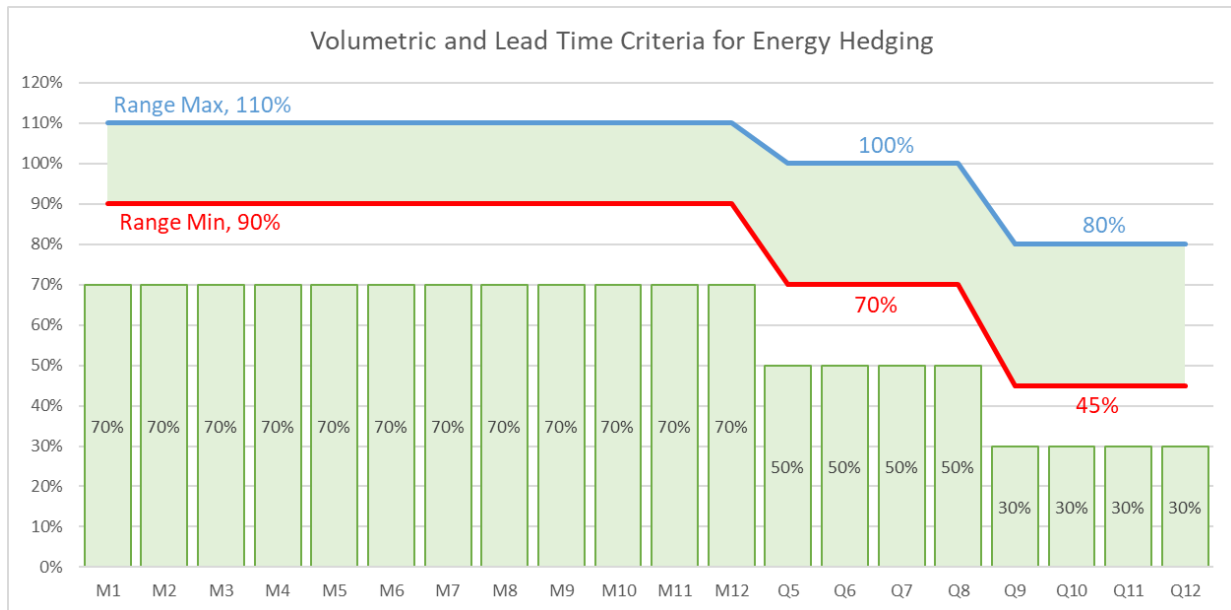
In meeting the overall volumetric criteria, the City will have the following minimum percentages of energy hedged no later than the lead time as identified below:

Time Frame	Months	Quarters	
Lead time	1-12	5-8	9-12
Minimum (%)	70	50	30

For example, on January 1, 2022, the City will have a minimum of 70% of its projected energy needs for each of the following 12 months, January 2022 through December 2022 procured. For Quarter 5, including January, February, and March 2023, a minimum of 50% of the total projected energy shall be procured, whereas minimum thresholds for individual months are not required. This minimum amount can be hedged well before that date based on the ranges in the prior section. As with the Volumetric Lead Time Criteria, a time frame in months takes precedence over a time in quarters.

The City will maintain hedges at the minimum volumetric level for the specified lead times. Any deviation from the monthly minimum volume for the specified lead time will require ROC and/or City Council approval and will be reported to the City Council. It would still be considered compliant if one month in Month 1 through Month 12 was between 70% and 90%, on condition that the average of Month 1 through Month 12 was between 90% and 110%.

The following chart illustrates the volumetric and lead time criteria for energy hedging.



3 Natural Gas Hedging

Natural gas and power hedging will be a complementary hedging activity for the City's natural gas fired generation (owned or contracted) or if it enters a transaction that uses a natural gas index price to derive its electricity cost, such as a heat rate product. Such gas related generation or purchase transactions would not be considered energy hedges until the projected gas volumes are procured. The monthly hedge criteria are measured based on total energy exposure for native load (total projected electricity needed for native load minus energy already hedged). This is the criteria required to be considered fixed price energy. There are three mechanisms for hedging gas price risk:

- i. The use of NYMEX contracts.
- ii. Bilateral financial hedging using ISDA Master Agreements
- iii. Fixed price physical gas procurement.

In order to allow flexibility in overall energy hedging decisions (e.g. economically hedging additional needs via gas contracts versus power purchases), specific sub-targets for natural gas hedging are not set within this policy.

4 Risk Measurement and Compliance Reporting

Risk measurement and policy compliance within the volumetric and lead time criteria will be demonstrated on a regular basis in the Power Management Services Agent's ("Agent's") monthly portfolio model risk report. This report will generally cover three years of projections with seven-year runs performed at least once per year or when market conditions indicate the potential to cost-effectively hedge beyond three years out.

5 Responsibility

It shall be the responsibility of the City Council, Risk Oversight Committee, City Manager, and Risk Management Committee to assure compliance with this policy. Implementation of this policy shall be in accordance with the Related Policies, as referenced below.

6 Related Policies

Supporting policies and procedures are required as outlined below:

- i. City of Roseville Electric Utility Risk Management Policy
- ii. City of Roseville Energy Trading Authority Policy
- iii. City of Roseville Energy Credit Risk Policy
- iv. Resolution 17-368 retaining ACES for power management services
- v. Resolution 16-161 declaring ACES as agent for the purposes of risk policies



COUNCIL COMMUNICATION

CC #: 3615
File #: 0800-03

Title: Roseville Electric - Generation - Owner's Engineer Services - On-Call Professional Design Services Agreement Amendment
Contact: Nathan Ribordy 916-746-1673 nribordy@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the first amendment to the on-call professional design services agreement with Integrated Engineers and Contractors Corporation dba IEC Corporation for engineering support services at Roseville's power plants and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

Roseville Energy Park (REP) and Roseville Power Plant #2 (RPP2) are critical facilities that contribute to the electric utility's mission by supporting system reliability and managing electricity costs. Both of Roseville's power plants require ongoing capital improvements and rehabilitation to maintain modern and reliable generating assets. Engineering and consulting services support the plant engineering function by providing an array of specialized skill sets. Specialized tasks may include specification writing, equipment design, structural and civil engineering, engineering studies, and other support tasks as required to support operation the generating facilities.

Roseville Electric Utility solicited proposals through Request for Proposals No. 07-069 Generation Owner's Engineer Services for both power plants. Four vendor proposals were received and evaluated based on qualifications of firm and team, experience, references, project understanding and plan, and required documents. The evaluation team reviewed and scored the vendor proposals, selecting IEC Corporation as the first firm to provide the requested scope of services as they scored the highest overall of the four vendors across the evaluated criteria. The original contract was approved on November 18, 2020 under resolution 20-449. Due to the acquisition of the Roseville Peaking (RPEAK) site adjacent to the REP, staff is requesting additional spending authority to support engineering and design work activities for RPEAK.

FISCAL IMPACT

This amendment increases the spending authority under the agreement by \$750,000, bringing the total not-to-exceed cost for the agreement to \$2,000,000 over the five-year period. Funding for

the current year of the agreement is included in the Electric Department's FY2024-25 budget in the Electric Fund. Future year spending is subject to approval of future year budgets.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Nathan Ribordy, Power Generation Superintendent

Dan Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-370

First Amendment

RESOLUTION NO. 24-370

APPROVING A FIRST AMENDMENT TO ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND INTEGRATED ENGINEERS AND CONTRACTORS CORPORATION (DBA IEC CORPORATION), AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to on-call professional design services agreement for Roseville Electric – Generation – Owner’s Engineer Services, by and between the City of Roseville and Integrated Engineers and Contractors Corporation (dba IEC Corporation), has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT**

Roseville Electric – Generation – Owner’s Engineer Services

THIS FIRST AMENDMENT TO ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation (“CITY”), and Integrated Engineers and Contractors Corporation (dba IEC Corporation), a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into an On-Call Professional Design Services Agreement dated November 18, 2020 (“Agreement”) regarding on-call electric generation owner’s engineer services; and

WHEREAS, CITY wishes to increase the total compensation for the term of the Agreement in order to compensate CONSULTANT for additional services associated with the engineer services;

NOW, THEREFORE, the parties agree as follows:

1. The first paragraph of Section 3 of the Agreement is amended to read as follows:
“For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT “B,”

attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation to CONSULTANT under this Agreement shall not exceed two million dollars (\$2,000,000) for the term of the Agreement. Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.”

2. The Agreement is amended by adding an additional paragraph for compliance with AB334 to read as follows:

“24. Public Contracts: Conflicts of Interest. CONSULTANT’s duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.”

3. The Agreement is further amended by adding an additional paragraph regarding compliance with the Levine Act:

“25. The Levine Act Disclosure. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that

involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to CITY elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the CITY decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by CONSULTANT and/or its agent(s), CONSULTANT is responsible for compliance, including for its disclosure obligations, if any, as further described at https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.”

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to 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 First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

INTEGRATED ENGINEERS AND
CONTACTORS CORPORATION (DBA
IEC CORPORATION), a California
corporation

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: PRESIDENT

(SIGNATURES CONTINUED ON NEXT PAGE)

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: Valerie Quintanilla
its: Secretary

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
DANIEL BEANS
Electric Utility Director



COUNCIL COMMUNICATION

CC #: 3616
File #: 0800-03

Title: Transmission Planning Services - Master Professional Services Agreement and Data Exchange Agreement
Contact: Ozro Corulli 916-774-5586 ocorulli@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Master Professional Services Agreement and Data Sharing Agreement with the Sacramento Municipal Utility District (SMUD) to perform transmission planning services for Roseville Electric Utility. Staff requests authorization to continue utilizing four (4) optional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year.

BACKGROUND

Roseville Electric Utility is required by the North American Electric Reliability Corporation (NERC) to analyze the near and long-term transmission impacts on Roseville's electrical system in relation to the greater Sacramento area and Bulk Electric System (BES). The Balancing Authority of Northern California (BANC) is the registered Planning Coordinator (PC) for its members, which is comprised of several utilities including Roseville. BANC contracts directly with the Sacramento Municipal Utility District (SMUD) for all services related to their PC function. Roseville is required to pay for all necessary PC functions performed by SMUD, which include the transmission planning engineering work identified in this contract.

FISCAL IMPACT

The recommended agreement has an annual not-to-exceed amount of \$95,000. Funding is included in the Electric Department's FY2024-25 budget in the Electric Fund. Future funding will be included in the respective years' budget requests and contingent on City Council approval.

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 Master Service and Data Sharing Agreements meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services.

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Ozro Corulli, Senior Power Engineer

Dan Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-371

Master Service Agreement

MSA Task Order 1

Data Sharing Agreement

RESOLUTION NO. 24-371

APPROVING A MASTER PROFESSIONAL SERVICES AGREEMENT AND DATA EXCHANGE AGREEMENT, BY AND BETWEEN THE SACRAMENTO MUNICIPAL UTILITY DISTRICT AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Roseville Electric Utility is required by the North American Electric Reliability Corporation (NERC) to analyze the near and long-term transmission impacts on Roseville's electrical system in relation to the greater Sacramento area and Bulk Electric System (BES); and

WHEREAS, the Balancing Authority of Northern California (BANC) is the registered Planning Coordinator (PC) for its members, which is comprised of several utilities including the City of Roseville; and

WHEREAS, BANC contracts directly with the Sacramento Municipal Utility District (SMUD) for all services related to their PC function and the City of Roseville is required to pay for all necessary PC functions performed by SMUD; and

WHEREAS, staff recommends that the City Council approve both the Master Professional Services Agreement and Data Exchange Agreement with SMUD, for the transmission planning work as outlined in the Agreements; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Master Professional Services Agreement and Data Exchange Agreement with SMUD are hereby approved and that the City Manager is authorized to execute them on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute Exhibit A.1 Task Order 1 – TPL Services – 2024 to the Master Services Agreement.

BE IT FURTHER RESOLVED that the City Manager 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.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



MASTER PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE

ROSEVILLE ELECTRIC UTILITY

AND THE

SACRAMENTO MUNICIPAL UTILITY DISTRICT

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1 PREAMBLE

This Master Professional Services Agreement (Agreement) is entered into between the City of Roseville, a municipal corporation, by and through its electric utility, Roseville Electric (RE) and the SACRAMENTO MUNICIPAL UTILITY DISTRICT (SMUD), a local publicly owned electric utility within the State of California, acting as a contractor to RE. RE and SMUD may be referred to herein individually as the “Party” or collectively as the “Parties.”

2 EXPLANATORY RECITALS

- 2.1** WHEREAS RE was established in 1912 and serves over 60,000 residential and business customers within the City of Roseville and further RE has transmission interconnection to the Western Area Power Administration – Sierra Nevada Region (WAPA) and its system includes 230 kilovolt (kV) buses at the Fiddymont 230 kV and Roseville 230kV substations and the underlying 60-kV transmission facilities and distribution facilities. RE also has internal generation: Roseville Energy Park (REP) which produced a maximum output of almost 216 MW in 2023 and Roseville Power Plant (RPP) with 2 25 MW thermal generating units and an all-time peak demand for RE was approximately 374 MW on September 6, 2022;
- 2.2** WHEREAS SMUD currently provides certain services to RE under separate agreements, in particular the letter agreement dated May 8, 2019; under which SMUD Transmission Planners perform annual studies to serve as input to the Balancing Authority of Northern California (BANC) Planning Coordinator (PC) Annual Assessment (TPL Services), which letter agreement expires in accordance with its term on June 20, 2024;
- 2.3** WHEREAS SMUD and RE wish to establish a more formal contractual relationship with respect to these services and additional services that RE requests of SMUD, whether for NERC compliance or other matters;
- 2.4** WHEREAS SMUD provides many of the same services for its internal business purposes that are required or desired by RE and has the capability to efficiently perform these services and expects to have the availability to support RE as determined on a case-by-case basis;
- 2.5** WHEREAS for purposes of clarity, SMUD is providing services to RE solely as a contractor subject to the terms and conditions set forth in this Agreement;
- 2.6** WHEREAS this Agreement is a master agreement with individual Task Orders in Exhibit A, and as may be agreed to in the future, for additions or revisions to the services, which is intended to retain flexibility for current and future services, and to permit the Parties to amend or modify the provisions of specific services without necessarily affecting other services;

- 2.7** WHEREAS this Agreement will replace and supersede the existing agreement for services.

NOW THEREFORE, in view of the understandings set forth in the recitals above, which the Parties acknowledge and agree are accurate representations of the facts, the Parties agree to the terms of this Agreement that set forth the roles, obligations, and responsibilities of each Party to one another.

3 DEFINITIONS

The following terms with initial capitalization, whether singular or plural, have the meaning set forth below:

- 3.1 Compliance** means full performance of the tasks and responsibilities and associated measures required by the Mandatory Reliability Standards and requirements, by the NERC and WECC compliance procedures.
- 3.2 Confidential Information means:** (a) all written materials marked “Confidential,” “Proprietary,” or with words of similar import provided to a Party by another Party; (b) all observations of equipment (including computer screens) and oral disclosures related to a Party's business, systems, operations, or activities that are indicated as such at the time of observation or disclosure (or is identified as "confidential" or "proprietary" in a letter sent to another Party no later than five (5) calendar days after the disclosure), respectively, and (c) information provided under the Western Interconnection Data Sharing Agreement. Confidential Information includes portions of documents, records, and other material forms or representations that any Party may create, including but not limited to, handwritten notes or summaries that contain or are derived from such Confidential Information.
- 3.3 Data Exchange Agreement** means the Agreement between RE and SMUD for the exchange of information for reliability purposes as described in Section 10.4.
- 3.4 Effective Date** means the date upon which the last of the Parties has executed this Agreement.
- 3.5 Event of Default** means any Party’s failure to perform its obligations in accordance with this Agreement as defined in Section 25.
- 3.6 Mandatory Reliability Standard or Reliability Standard** shall mean each NERC Mandatory Reliability Standard applicable to RE functions and involve Compliance.
- 3.7 NERC** means the North American Electric Reliability Corporation which has responsibility to develop and approve Mandatory Reliability Standards applicable to users, owners and operators of the Bulk Electric System (“BES”) and has delegated authority to the Western Electricity Coordinating Council (“WECC”) to enforce Mandatory Reliability Standards applicable within the WECC.

- 3.8 Good Utility Practice** means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be any one of a number of the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts. With respect to the provision of compliance related services, Good Utility Practice includes the judgments and determinations SMUD makes or would make regarding the compliance information used to support the same compliance requirements for itself.
- 3.9 Scope of Services** shall mean those services described in the Task Orders to be performed by SMUD, as generally described in Sections 6 and 7, and set forth in more detail in Exhibit A to this Agreement.
- 3.10 Task Order** shall mean an individual scope of services, as described in Section 7.
- 3.11 Uncontrollable Force** shall mean any cause beyond the control of the Party affected, including but not limited to Act of God, change in law, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid and that prevents fulfillment of an obligation under this Agreement. Any Party rendered unable to fulfill any obligation by reason of Uncontrollable Force shall exercise commercially reasonable efforts to remove such inability with all reasonable dispatch. Notwithstanding the foregoing, Uncontrollable Force shall not include lack of financial resources, material cost increases, or other economic conditions.

4 TERM AND TERMINATION

4.1 Effective Date

The Agreement shall be effective upon the Effective Date.

4.2 Term

This Agreement shall remain in effect unless terminated by either Party according to the terms of this Agreement, or upon mutual agreement of the Parties.

4.3 Termination

4.3.1 Termination for Convenience

Either Party shall provide written notice to the other Party of its intent to terminate at least one hundred and eighty (180) calendar days before the termination is effective. In the event that all Task Orders are terminated, then this Agreement shall be terminated as well.

4.3.2 Termination for Event of Default

If an Event of Default occurs, the non-defaulting party shall have a right to terminate this Agreement pursuant to Section 25.

4.3.3 Task Orders

Task Order(s) shall be terminated according to their own terms.

4.3.4 Transition

In the event of termination of the Agreement or any Task Order, SMUD agrees to work with RE to coordinate transfer to RE or a RE contractor for any or all Task Order services provided under this Agreement.

- 4.3.4.1 Within thirty (30) calendar days after the termination date, SMUD shall submit an invoice to RE for all fees, costs, and expenses incurred by SMUD for the Scope of Services rendered up to the effective date of termination.

5 SUPERSEDE

This Agreement shall supersede and replace the existing services agreements between the Parties, including the TPL Services Letter of Agreement (LOA), dated May 8, 2019. Upon the Effective Date, the LOA shall terminate, and any relevant work shall be carried over into this Agreement.

6 SCOPE OF SERVICES

6.1 General

The Parties have structured this Agreement as a master agreement with individual Task Orders for specific services that will be attached to and incorporated into this Agreement in Exhibit A, pursuant to Section 7 below. Requirements and obligations under this Agreement will begin for each Task Order if or when RE and SMUD both approve the individual Task Order, at which time the general requirements of this Agreement shall apply to the services in the Task Order. In addition, from time to time, RE may desire revisions to the services or additional services that SMUD may be willing to provide. Revisions of the services or Additional services may be added to this Agreement through amending the existing Task Orders or entering into a new Task Order that is approved and executed by the Parties.

6.2 Good Utility Practices

For all services related to providing utility services including compliance services related to utility services, SMUD agrees to use Good Utility Practice to perform the applicable Scope of Services set forth in the Task Orders, which are incorporated by reference herein. For all other services in the Task Orders, SMUD agrees to perform services in accordance with generally accepted professional practices and principles and in a manner consistent with commercially reasonable efforts.

6.3 Information Assistance

Upon SMUD's request, RE shall provide such information and assistance as is reasonably required for SMUD to provide the tasks set forth in the Scope of Services. If RE fails to provide SMUD with such requested information or assistance, then SMUD shall continue to provide in a timely manner any such portion(s) of the affected Task Order that SMUD can reasonably provide to the extent possible in the absence of such information or assistance. Notwithstanding any provision to the contrary herein, failure by RE to provide SMUD with such information or assistance shall not constitute an Event of Default; provided, however, that SMUD's performance or lack of performance under this Agreement shall be excused to the extent that it is hindered, prevented, or impacted as a result of RE's failure to provide such information or assistance as is reasonably available to RE and not otherwise reasonably available to SMUD. In any case, the Parties shall timely inform each other of any such deficiencies in writing and correct such situation(s) as soon as reasonably practicable.

7 TASK ORDERS

7.1 Task Orders

Pursuant to the provisions of this Agreement, SMUD shall provide certain Services to RE as described and implemented in the Task Orders as set forth in Exhibit A to this Agreement. Subsequent Task Orders shall be executed by the Parties and attached hereto. Each Task Order by this reference is incorporated as part of this Agreement.

7.2 Amendments

Upon mutual agreement of the Parties, Task Orders may be amended, or new Task Orders issued, for additional services. Each Party may delegate authority to individuals (such as an executive or management member or staff member) to agree to any amended or new Task Orders.

8 COSTS AND COMPENSATION

RE agrees to compensate SMUD for its performance of the Scope of Services in the Task Orders under this Agreement in accordance with the following:

8.1 SMUD Cost Recovery

For time and materials activities, SMUD will track and record the hours and material costs incurred that are associated with the Task Orders. For fixed fee activities under the Task Orders, the amount is predetermined according to the labor rates and estimated workloads in the applicable Task Order. Labor rates include SMUD's costs of benefits and support services.

8.2 Non-SMUD Expenses

SMUD is authorized to pay, and unless alternative arrangements are made, shall pass through without mark-up, any and all regulatory and market expenses incurred by SMUD that are required to perform services for RE.

8.3 Invoice

SMUD will submit to RE an invoice by e-mail and/or U.S. Mail for such SMUD cost recovery, and Non-SMUD Expenses. The invoice procedure may vary for each Task Order; as such, the Task Orders shall include the specific invoicing process for that Task Order.

8.4 Disputed Invoices

RE shall pay SMUD according to the timeline(s) in each Task Order. RE shall give notice to SMUD of any disputed invoice charges before the applicable payment deadline or ten (10) business days, whichever occurs first, in accordance with this Section 8.4. RE shall pay all undisputed portions of invoices to SMUD according to the timeline(s) in each Task Order. Upon resolution of the invoice dispute, RE shall remit any amount owed with ten (10) calendar days from date of the resolution of the invoice dispute. If the invoice dispute cannot be resolved within a period ending no longer than thirty (30) calendar days of the date on which RE notifies SMUD of a dispute or such longer period as the Parties may agree to, then the dispute resolution process in Section 13 shall commence with executive negotiation. Notwithstanding the above, in no event shall payment of any invoice be a waiver of RE's rights to challenge an invoiced amount, invoke the dispute resolution proceedings in Section 13, file suit, or otherwise seek recovery of improper billings.

8.5 Late Payments

Late payments of undisputed amounts hereunder shall accrue interest at an annual rate equal to the weekly average one year constant maturity United States Treasury yield at the time of the delinquency plus 2%, but not to exceed 7% per annum, commencing on the first day when such payment is delinquent, or, in the case of disputed amounts, ten (10) calendar days after such dispute is resolved.

8.6 Payment Submittal

Payments will be submitted via electronic wire pursuant to instructions provided by SMUD.

8.7 Performance

SMUD shall be under no obligation to perform services under Task Orders unless RE has agreed through execution of the Task Order to pay for the services as set forth in the Task Order or the Parties have agreed through a Task Order to defer payment for the services pursuant to Section 8.4.

9 LIMITATION OF LIABILITY

9.1 General

Except for any loss, damage, claim, cost, charge, or expense resulting from gross negligence or intentional misconduct, or for the nonpayment of monies due, neither Party, its directors, members of governing bodies, officers, employees, or agents shall be liable to the other Party for any death, injury, loss, damage, claim, cost, charge, or expense of any kind or nature incurred by the other Party, including, without limitation, direct, indirect, or consequential loss, damage, claim, cost, charge, or expense; and whether or not resulting from the negligence of any Party, its directors, members of governing bodies, officers, employees, or any person or entity whose negligence would be imputed to such Party from the performance or non-performance of the obligations under the Agreement, provided that any such liability to SMUD shall be limited to the amount of payments made during the period of occurrence of such liability.

9.2 Waiver of Consequential Damages

Neither Party hereunder shall be liable for special, incidental, exemplary, indirect or consequential damages, whether based on contract or tort (including such Party's own negligence) and including, but not limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of either Party for such damages.

10 CONFIDENTIALITY

10.1 Treatment of Confidential Information

The Parties recognize that for the purposes of carrying out the Scope of Services, SMUD and RE may receive information from each other that is considered Confidential Information. Except as set forth herein, the Parties agree to keep in confidence and not to voluntarily disclose, disseminate, or distribute outside of SMUD and RE any Confidential Information or any part thereof, without the prior written permission of the other Party.

For information/data exchanged under the Western Interconnection Data Sharing Agreement, that agreement shall control. This Agreement shall control all other information/data.

10.2 Required Disclosure of Confidential Information

As provided in the WECC Compliance Monitoring and Enforcement Program (CMEP), or as required by subpoena, the California Public Records Act, or other legal or regulatory process, the Parties may be required to disclose Confidential Information so designated by the other Party. Compliance with a subpoena, request under the California Public Records Act, or other legal or regulatory process shall not constitute a breach of this Agreement. If either Party is required to disclose any Confidential Information so designated by the other Party, the disclosing Party shall notify the other Party in writing as promptly as feasible so that the other Party may, if it so chooses and at its own expense, challenge the disclosure or seek a protective order. The disclosing Party shall reasonably cooperate in resolving the dispute.

10.3 Third Parties

Except as set forth herein, each Party shall keep Confidential Information in confidence and shall not disclose such information or otherwise make it available, in any form or manner, to any other person or entity other than its employees, consultants, or attorneys without the prior written consent of the other Party. Each Party will cause each of its employees, contractors, sub-contractors, sub-contractors' employees, and agents who will have access to Confidential Information, if any, to acknowledge that they have read this Agreement and agree to abide by all of its terms regarding the use and disclosure of Confidential Information. Disclosure of Confidential Information to SMUD's Compliance Officer, does not constitute a breach of this Agreement.

10.4 Data Exchange Agreement

The Parties have executed a data exchange agreement dated August, __2024 to apply to certain non-public data used in SMUD's power system studies which is considered to be Covered Data under the Western Interconnection Data Sharing Agreement or similar agreement from the applicable Reliability Coordinator ("Data Exchange agreement"). The confidentiality provisions in the sections above shall also apply to the Covered Data. In the event of conflict or inconsistency between this Section 10.4 and any provision in the Data Exchange Agreement, the provisions of the Data Exchange Agreement shall prevail.

10.5 Destruction of Data

Except when necessary to comply with the record retention laws of the State of California, upon termination of this MSA or a Task Order, the Confidential Information relevant to the applicable scope of services shall be destroyed or returned to the other Party, as soon as reasonably practicable.

11 COMMUNICATION

Each Party shall designate a Primary Project Representative with sufficient knowledge about the services provided under this Agreement to serve as the primary point of contact. The Party's Primary Project Representative shall be identified in Appendix 1 to this Agreement. The

Primary Project Representative shall be kept apprised of developments relevant to the services being provided.

12 RESERVED

13 DISPUTE RESOLUTION

In the event of any dispute regarding the terms, conditions, and performance of this Agreement, the Parties shall attempt in good faith to promptly resolve any such dispute informally by the operating personnel of each Party. If the dispute cannot be settled through such negotiations within a period ending no longer than thirty (30) calendar days of the date on which one Party notifies the other in writing of a dispute or such longer period as the Parties may agree to, the executive representative(s), or his or her delegate, from each Party, will personally and in good faith seek to resolve the dispute through negotiation (Negotiation Period). If the matter cannot be resolved through the executive negotiation, any Party may pursue a remedy in any court of competent jurisdiction.

13.1 Government Claim Act

Prior to initiating litigation against the other Party, the complaining Party must comply with all requirements and deadlines of the Government Claim Act, California Government Code Sections 810 *et seq.*; provided, however, that the Negotiation Period shall toll any presentment deadline or statute of limitations.

13.2 Continuing Performance Obligations

While a dispute, controversy, or claim is pending, each Party will continue to perform its respective obligations under the Agreement, unless such Party is otherwise entitled to suspend its performance hereunder or terminate the Agreement in accordance with the terms hereof.

13.3 Fees

Each Party shall bear its own attorney's fees and costs with respect to any dispute.

14 AMENDMENT

This Agreement may only be amended or otherwise modified with the written agreement of the Parties, and approved by each Party's governing body where required by law or policy.

15 RELATIONSHIP OF PARTIES

15.1 Independent Contractor

SMUD shall perform the Scope of Services as an independent contractor, and SMUD or any of its officers, employees, or agents shall not be treated as an employee of RE for federal, state, or local tax purposes, workers' compensation purposes, or any other purpose. The Parties acknowledge and agree that nothing contained in this Agreement shall be deemed to create or constitute an employer-employee relationship, a partnership, or a joint venture between the Parties.

15.2 Non-Exclusive Relationship

RE hereby expressly acknowledges that SMUD may provide the same or similar services as contemplated under this Agreement to other entities. However, SMUD's performance of the Scope of Services will not be adversely affected by work for other entities. In addition, the parties agree that RE may seek and obtain services from other entities that may supplement or be similar to services that SMUD may provide under this Agreement, so long as RE has not contracted with SMUD to provide the same service(s).

16 PROHIBITED INTERESTS

SMUD further covenants that, in the performance of this Agreement, no company or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Scope of Services under this Agreement shall be employed.

17 GOVERNING LAW

The rights and obligations of the Parties and the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

18 NO THIRD PARTY BENEFICIARIES

No right or obligation contained in this Agreement shall inure to the benefit of any person or entity not a Party to this Agreement. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party.

19 ASSIGNMENTS

RE or SMUD may make an assignment of its rights and obligations under this Agreement only after obtaining the written consent of the other Party, which consent may be withheld in the non-assigning Party's sole discretion. A Party's assignee shall expressly assume, in writing, the duties and obligations of such Party under this Agreement and shall immediately furnish or cause

to be furnished to the other Party a true and correct copy of the documents evidencing such assignment and assumption of duties and obligations. The assigning Party shall give notice to and provide the other Party with a copy of the documents evidencing such proposed assignment no less than thirty (30) calendar days prior to the proposed effective date of the assignment.

20 NO EXCLUSIVE REMEDY

Subject to the provisions of Section 13 (Dispute Resolution), no remedy in this Agreement conferred upon or reserved to any Party is intended to be exclusive of any other remedy or remedies available under this Agreement or existing at law, in equity, by statute, or otherwise, but each and every such remedy shall be cumulative and shall be in addition to every other remedy under this Agreement or now or hereafter existing at law or in equity or otherwise provided by statute. The pursuit by any Party of any specific remedy shall not be deemed to be an election of that remedy to the exclusion of any other or others, whether provided hereunder or at law, in equity, by statute, or otherwise.

21 INSURANCE

SMUD and RE shall each at its own expense maintain an insurance program which adequately protects against liabilities and claims arising out of the performance of this agreement. Each Party acknowledges that the other party is a self-insured public entity and agree that this coverage fulfills any and all insurance requirements.

22 NERC MANDATORY RELIABILITY STANDARDS

RE is the registered entity for purposes of the NERC Mandatory Reliability Standards for which SMUD is performing the Scope of Services. RE acknowledges that it is entirely responsible for Compliance and any penalties, fines, corrective measures, etc. it receives from an enforcement agency such as WECC, NERC, and/or FERC. SMUD may provide services to RE which RE will use for RE's Compliance purposes, and SMUD is not directly accountable to FERC, NERC, WECC or other regulatory entity for RE's Compliance. RE expressly releases SMUD from any and all liability for any violations or non-compliance with Mandatory Reliability Standards

23 RESERVED

24 UNCONTROLLABLE FORCE

24.1 Performance

No Party shall be considered to be in default in the performance of any of its obligations when a failure to perform is due to an Uncontrollable Force.

24.2 Obligation

No Party shall be considered to be in default in respect to any obligation hereunder if prevented from fulfilling such obligation by reason of an Uncontrollable Force.

24.3 Strike or Labor Dispute

Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved.

24.4 Written Notice

In the event a Party is rendered unable to fulfill any of its obligations under this Agreement by reason of an Uncontrollable Force, such Party shall give prompt written notice of such fact the other Party, and describe in detail the efforts made to remove such inability.

25 EVENT OF DEFAULT

25.1 General

Each of the following shall constitute an “Event of Default” with respect to a Party (the “Defaulting Party”) under this Agreement:

- 25.1.1 the failure to make, when due, any payment or funding obligation required pursuant to this Agreement if such failure is not remedied within ten (10) business days after written notice of such a breach;
- 25.1.2 any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated.
- 25.1.3 the failure to perform any covenant or obligation set forth in this Agreement if such failure is not remedied within ten (10) business days after written notice of such as breach;
- 25.1.4 a Party becomes Bankrupt.

25.2 Result of an Event of Default

If an Event of Default with respect to a Defaulting Party has occurred, and if the Event of Default is not caused by an Uncontrollable Force as described in Section 25 hereof, then the non-defaulting Party shall have the right to (i) suspend performance or payment, (ii) designate an early termination date, or (ii) immediately terminate this Agreement subject to any surviving obligations. Both Parties shall continue to perform their obligations or make payments then due or becoming due with respect to performance or payment obligations which arose prior to the date of termination.

26 TASK ORDERS, EXHIBITS, SCHEDULES, AND CONTROLLING TERMS

All Task Orders, exhibits, schedules and related attachments which are attached to this Agreement are incorporated by reference, as if set out in full herein. The provisions of each Task Order including exhibits, schedules and related attachments are subject to the Terms and Conditions of the Agreement between the Parties. If any provisions of any Task Order including any exhibit, schedule or related attachment conflicts or is inconsistent with any provisions in the Agreement, the provisions of the Task Order shall take precedence unless otherwise expressly stated otherwise.

27 JUDGMENTS AND DETERMINATIONS

When the terms of this Agreement provide that an action may or must be taken, or that the existence of a condition may be established, based on a judgment or determination of a Party, such action or judgment shall be exercised or such determination shall be made in good faith and where applicable in accordance with Good Utility Practice, and shall not be arbitrary or capricious.

28 COMPLIANCE WITH LAW

Each Party shall be responsible for compliance with all laws or regulations applicable to the Scope of Services being provided under this Agreement. If either Party's activities hereunder become subject to law or regulation of any kind, which renders the activity illegal, unenforceable, or which imposes additional costs on such Party for which the Parties cannot mutually agree upon an acceptable price modification, then such Party shall at such time have the right to terminate this Agreement upon written notice to the other Party with respect to the illegal, unenforceable, or uneconomic provisions only; the remaining provisions of this Agreement will remain in full force and effect. Any such termination shall not constitute a basis for Termination for Event of Default as defined in Section 25.

29 NON-WAIVER

Any waiver at any time by a Party of its rights with respect to any default or other matter arising in connection with this Agreement shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations in asserting or enforcing any right shall not constitute or be deemed a waiver.

30 SEVERABILITY

If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition shall be held invalid as to any person, entity, or circumstance, or is

determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest, by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.

31 NO DEDICATION OF FACILITIES

Any undertaking by a Party under any provision of this Agreement is rendered strictly as an accommodation and shall not constitute the dedication of its electric system by the undertaking Party to the public, to the other Party, or to any third party, and any such undertaking by a Party shall cease upon the termination of all such Party's obligations under this Agreement. The electric system of a Party shall at all times be, and remain, in the exclusive ownership, possession, and control of that Party, and nothing in this Agreement shall be construed to give the other Party any right of ownership, possession, or control of such electric system.

32 OWNERSHIP AND MAINTENANCE OF RECORDS

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by SMUD and made available at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement for inspection by RE.

33 AUDIT RIGHTS

During the term of this Agreement, and for three (3) years following the effective date of termination, each Party may audit the other Party's books and records for the sole purpose of verifying the calculation of payments made or received, including the calculation of pricing or compensation due pursuant to this Agreement. Any such audit shall be conducted at the audited Party's offices during its normal business hours, at the auditing Party's own expense. The auditing Party shall be responsible for the audited Party's expenses to accommodate such audit.

Each Party shall maintain the confidentiality of the other Party's accounting records and supporting documents in compliance with Section 9 (Confidentiality) of this Agreement and shall use them only for the purpose of confirming the accuracy of billings and payments under this Agreement.

34 NOTICES

Any notice, demand, or request in accordance with this Agreement, shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by first class United States mail postage prepaid, by confirmed electronic facsimile, or by prepaid commercial courier service to a Party via its representative or alternate representative at the address set forth in Appendix 1, unless otherwise provided in this Agreement. Any Party may at any time change the designation or address of a person specified in Appendix 1 upon written notice to the other Party designated for such notice. Such a change to Appendix 1 shall not constitute an amendment to this Agreement.

35 PRESERVATION OF OBLIGATIONS

Upon termination of this Agreement, all unsatisfied obligations of each Party shall be preserved until satisfied.

36 APPENDICES AND EXHIBITS MADE PART OF AGREEMENT

Referenced Appendices and Exhibits shall become a part of this Agreement; however, may be amended as provided individually therein. The initial Appendix 1 and Exhibits A-C are attached hereto, and shall be in force and effect in accordance with their respective terms until superseded by a subsequent appendix or exhibit or modified in accordance with this Agreement and the terms thereof.

37 MULTIPLE COUNTERPARTS

This Agreement and any exhibit or appendix may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

38 SIGNATURE CLAUSE

The signatories to this Agreement represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. The Parties agree that this Agreement may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

IN WITNESS THEREOF, the Parties have executed this Agreement and it is effective as of the Effective Date set forth in Section 4.1.

CITY OF ROSEVILLE

By: _____

Name: _____

Title: _____

Date: _____

**Approved as
to Form:** _____

Roseville City Attorney

SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: Christiaan Hofmann  Digitally signed by Christiaan Hofmann
Date: 2024.08.14 07:28:26 -07'00'

Name: Chris Hofmann

Title: Director, TP&O

Date: 08/14/2024

**Approved as
to Form:** Andrew Meditz  Digitally signed by Andrew Meditz
Date: 2024.08.13 17:22:09 -07'00'

SMUD Legal Counsel

Appendix 1 – Notices

Sacramento Municipal Utility District

Primary Project

Representative

Name:	Frankie McDermott
Title:	Chief Operations Officer
Company:	SMUD
Address:	6201 S Street, M.S. B308
City/State/Zip Code:	Sacramento, CA 95817
Email Address:	frankie.mcdermott@smud.org
Phone:	916-732-5303

Alternate Project

Representative

Name:	Christiaan Hofmann
Title:	Director Transmission Planning and Operations
Company:	SMUD
Address:	6001 S Street, M.S. D105
City/State/Zip Code:	Sacramento, CA 95817
Email Address:	Christiaan.Hofmann@smud.org
Phone:	916-732-4812

City of Roseville

Primary Project

Representative

Name:	Ozro Corulli
Title:	Sr. Power Engineer
Company:	City of Roseville Electric Utility
Address:	2090 Hilltop Circle
City/State/Zip Code:	Roseville, CA 95747
Email Address:	ocorulli@roseville.ca.us
Phone:	(916) 774-5586

Alternate Project

Representative

Name:	Chris Porter
Title:	Assistant Electric Utility Director
Company:	City of Roseville Electric Utility
Address:	2090 Hilltop Circle
City/State/Zip Code:	Roseville, CA 95747
Email Address:	cporter@roseville.ca.us
Phone:	(916) 774-5615

This Appendix 1 may be updated as needed by either Party. Any changes will be provided to all individuals listed herein. Email may be used to communicate the revisions.

EXHIBIT A: GENERAL SCOPE OF SERVICES

This Exhibit A incorporates the services under this Agreement, identified as Task Orders to be performed by SMUD.

General Terms of Services Provided under Task Orders.

The following terms apply to all Task Orders incorporated under this Agreement unless otherwise specifically agreed upon in the Task Order.

1. SMUD acts as a Services Provider and does not assume to take on any of RE's compliance obligations.
2. SMUD will coordinate the performance of its work with the Western Area Power Administration – Sierra Nevada Region (WAPA-SNR), the applicable Balancing Authority operator and the applicable Reliability Coordinator and promptly communicate Balancing Authority operator, WAPA-SNR operator and Reliability Coordinator notifications applicable to RE in accordance with communications protocols including study and data submittals.
3. SMUD will use existing or modify or develop procedures and report templates applicable to the scope of services performed.
4. SMUD will create, store, and produce documentation necessary to provide evidence of compliance related to services performed to a reliability regulator or enforcement authority.
5. RE will provide applicable procedures, operating plans and applicable updated system status information in support of SMUD performing its work under the Task Orders.
6. RE retains responsibility for conducting all transmission facility switching functions, equipment status monitoring, communications to and from SMUD and associated compliance with its procedures and applicable Reliability Standards.

Performance Standard.

SMUD agrees to perform the Services specified in these Task Orders to a degree of competency comparable to what SMUD would do for its own self-performed equivalent services as a registered Transmission Operator. When providing compliance evidence requested by RE in response to a compliance monitoring or enforcement activity undertaken by a compliance enforcement authority (e.g. Western Electricity Coordinating Council (WECC), North American Electric Reliability Corporation (NERC) or Federal Energy Regulatory Commission (FERC)), SMUD shall make commercially reasonable efforts, to provide such compliance evidence in order for RE to comply with the requests by the compliance enforcement authority and meet any deadline set by the compliance enforcement

authority. SMUD shall perform its services in proper coordination as required for operations adequate to conform to the industry practices within the Balancing Authority of Northern California Balancing Authority area and within the jurisdiction of the RC West Reliability Coordinator.

Compliance Responsibility

By virtue of RE's compliance obligations in accordance with its applicable registrations or compliance arrangements associated with the Task Orders performed by SMUD hereunder, RE retains the compliance responsibilities and any resulting violations thereof. Accordingly, SMUD in its performance of the Services Provider role under the Task Orders, is not directly accountable to FERC, NERC, or WECC, for RE's compliance responsibilities or liable for any violations thereof. RE expressly releases SMUD from any and all liability associated with such compliance in SMUD's role as the TOP Services Provider under this LOA, except solely as provided in section 9 of the Agreement.



SMUD-RE MASTER SERVICES AGREEMENT
EXHIBIT A.1 TASK ORDER 1 – TPL SERVICES – 2024

1. Agreement

SMUD and City of Roseville, a municipal corporation, by and through its electric utility, Roseville Electric (RE) (“Parties”) agree to the following services, terms and conditions described in this Task Order related to transmission planning (TPL) services (TPL Services). This TPL Services Task Order 1 2024 is for TPL Services (“Task Order 1”), the provisions of which are subject to the terms and conditions of the Master Professional Services Agreement (Agreement) between the Parties. If any provisions of this Task Order 1 conflict with any provisions in the Agreement, the provisions of this Task Order 1 shall take precedence. For purposes of providing the TPL Services under this Task Order 1, capitalized terms have the meanings set forth in NERC definitions.

2. Effective Date Term and Termination

- 2.1. Task Order 1 is effective as of date of last execution by the Parties and shall remain in effect until terminated as set forth in Section 2.2 of this Exhibit A.1.
- 2.2. This Task Order 1 may be terminated on not less than 180 days advance notice by either party or as it may be superseded by a subsequent TPL Services provider or by RE self-performing one or more TPL Services, provided that the Parties shall coordinate the transition to a successor TPL Services provider or RE TPL self-performance.

3. Scope of Services

3.1. Scope of Parties’ Tasks

SMUD will provide TPL Services to RE as provided herein (Scope of TPL Services). The Parties have discussed the TPL Services to be performed by SMUD and this Task Order 1 describes the most significant and broad scope tasks to be performed by SMUD, it does not preclude specific or detailed tasks related to these activities to be discussed by the Parties. RE will provide applicable data, processes, procedures, operating plans and applicable system information for SMUD transmission planners, if and when requested.

3.2. Compliance Roles

SMUD is a contractor for RE and is not a registered delegate for TP compliance for RE. The Parties have discussed the TPL Services to be performed by SMUD transmission planners and the anticipated coordination

required. SMUD and RE shall, in support of RE's TP compliance goals, perform TPL related studies under the applicable requirements (and sub-requirements) of the prevailing North American Electric Reliability Corporation (NERC) Reliability Standards on behalf of RE. The Parties continue to review the tasks that each performs to support the performance of RE's compliance goals and will update this Task Order as appropriate to reflect material changes in TPL work activities they each perform.

3.3. Compliance Tasks

SMUD's transmission planners will document, collect, track, store, and/or perform the necessary activities/studies on behalf of RE and compare to what it performs for itself with respect to compliance with NERC Reliability Standards for the applicable TPL Services tasks performed. SMUD shall assist RE with compliance documentation as reasonably requested by RE. As necessary, the Parties shall jointly coordinate, review the request, and assess the response to be developed. For each TPL Services task the intent is that SMUD transmission system planners will perform the work necessary to satisfy the prevailing requirements and sub-requirements of the applicable TPL Reliability Standards. When providing compliance evidence requested by RE in response to a compliance monitoring or enforcement activity taken by a compliance enforcement authority (e.g., Western Electricity Coordinating Council (WECC), NERC or Federal Energy Regulatory Commission (FERC), SMUD shall make commercially reasonable efforts, to provide such compliance evidence in order for RE to comply with the requests by the compliance enforcement authority and meet any deadline set by the compliance enforcement authority.

3.4. Compliance Responsibility

By virtue of RE's compliance obligations in accordance with its applicable registrations or compliance arrangements associated with the TPL Services performed by SMUD under this Task Order 1, RE retains the compliance responsibilities including responsibility for any resulting violations thereof. Accordingly, SMUD in its performance of the TPL Services Provider role under this Task Order 1, is not directly accountable to FERC, NERC, or WECC, for RE's compliance responsibilities or liable for any violations thereof. RE expressly releases SMUD from any and all liability associated with such compliance in SMUD's role as the TPL Services Provider under this Task Order 1, except solely as provided in the liability provision of the Agreement.

3.5. TPL Services Transmission System Planning Performance Requirements

3.5.1. RE shall maintain System models within its respective area for performing the studies needed to complete its Planning Assessment. The models shall use data consistent with that provided in accordance with the applicable MOD standards (currently MOD-032), supplemented

by other sources as needed, including items represented in any Corrective Action Plan, and shall represent projected System conditions.

- 3.5.2. SMUD shall prepare an annual Planning Assessment of the applicable portion of the BES for RE's System. This Planning Assessment shall use current or qualified past studies assumptions, and document summarized results of the steady state analyses, and Stability analyses.
- 3.5.3. SMUD shall perform studies for the Near-Term and Long-Term Transmission Planning Horizons in the applicable TPL requirements and sub-Requirements for RE's system. The studies shall be based on computer simulation models using data provided by RE.
- 3.5.4. For the Stability portion of the Planning Assessment, SMUD shall perform the applicable Contingency analyses. The studies shall be based on computer simulation models using data provided by RE applicable to the Reliability Standard.
- 3.5.5. SMUD will follow the applicable prevailing NERC Criteria, WECC Regional Criteria (currently WECC Criterion TPL-001-WECC-CRT), and applicable TP's Voltage Criteria in performing and determining RE's acceptable System steady state thermal and voltage limits, post-Contingency voltage deviations, and the transient voltage and frequency response for its System.
- 3.5.6. SMUD will define and document, within the Planning Assessment, the criteria or methodology used in the analysis to identify System instability for conditions such as Cascading, voltage instability, or uncontrolled islanding, as applicable.
- 3.5.7. SMUD will perform the required studies for the Planning Assessment.
- 3.5.8. RE shall distribute its Planning Assessment results to adjacent Planning Coordinators and adjacent Transmission Planners within 90 calendar days of completing its Planning Assessment, and to any functional entity that has a reliability related need and submits a written request for the information within 30 days of such a request.
- 3.5.9. RE will provide qualified short circuit studies to SMUD for compliance with applicable prevailing Requirements associated with TPL Services.

3.6. Facility Interconnection Studies Performance Requirements

- 3.6.1. RE shall identify and notify SMUD when there is a potential need to conduct an FAC-002-2 facility impact study.
- 3.6.2. SMUD on behalf of RE, shall study the reliability impact of interconnecting new or material modified existing BES-level generation,

transmission, or electricity end-user facilities on affected system(s) (Requirement 1.1).

- 3.6.3. SMUD will follow the NERC Criteria, WECC Regional Criteria (currently WECC Criterion TPL-001-WECC-CRT-3.1), and applicable TP's Voltage Criteria in performing to determine RE's acceptable System steady state thermal and voltage limits, post-Contingency voltage deviations, and the transient voltage and frequency response for its System (Requirement 1.2).
- 3.6.4. SMUD shall perform steady state and transient stability analysis to evaluate system performance under both normal and emergency conditions. The contingencies used for prevailing FAC-002 studies shall include contingencies created for the TPL assessment.
- 3.6.5. The study may include short circuit studies, if necessary. Typically, this portion of the study is performed for generation interconnection projects. The short circuit studies would be performed by RE if required (Requirement 1.3).
- 3.6.6. SMUD will define and document, within the report, study assumptions, criteria and methodology used in the analysis, system performance, alternatives to be considered, and coordinated recommendations shall be included in the study report (Requirement 1.4).
- 3.6.7. The studies must be completed in a timely manner (before the new project in service date) as participation from other stakeholders may be required and is detailed in Requirement 2 through Requirement 5 of the Reliability Standard. These are not the responsibilities of the TP, but of the stakeholders mentioned in those requirements.

3.7. Reserved

4. Costs and Payment

Services performed under this Task Order 1 are charged based on estimated workload and SMUD labor rates associated with the work performed. SMUD shall receive compensation for services rendered under this Task Order 1 at the charges set forth in the subsections below. The not-to-exceed amount of this Task Order 1 shall be \$95,000 annually, based on a calendar year measured from the Effective Date.

The SMUD charges in this task order are applicable to work performed by SMUD under Task Order 1. Such charges are fixed through December 31, 2024 and are subject to escalation as set forth below.

4.1. TPL Services - Prevailing TPL-001 2024

Initial Setup \$0, Annual cost \$40,120. (2024 charge)

Annual estimated forecast cost based on a 4% annual labor escalation rate. SMUD will provide an updated charge if the actual escalation in its business planning costs exceeds the forecast amount shown below.

2024: \$40,120

2025: \$41,720

2026: \$43,390

2027: \$45,130

2028: \$46,930

4.2. Facility Interconnection Study

The scope of work to be performed for this TPL Service and the charges shall be described in writing and agreed upon by the Parties. If the scope of work materially exceeds that anticipated by SMUD in developing the charge, SMUD shall advise RE of its revised scope and charge as provided in paragraph 4.5.

4.3. PRC-010 Study

Cost: \$10,030. (2024 charge).

The scope of work to be performed for this TPL Service shall be described in writing and agreed upon by the Parties. If the scope of work materially exceeds that anticipated by SMUD in developing this charge, SMUD shall advise RE of its revised scope and charge as provided in paragraph 4.5. The 2024 charge may increase at up to 4% per year without action required by the Parties. SMUD will provide an updated charge if the actual escalation in its business planning costs exceeds the forecast amount shown below.

2024: \$10,030

2025: \$10,430

2026: \$10,850

2027: \$11,280

2028: \$11,730

4.4. MOD 025/026 Study

Cost: \$1,500 per validation report tendered, estimated. (2024 charge).

4.5. Work Review

The Parties may review SMUD's work effort required annually or when study effort materially exceeds SMUD's estimated basis for the work to assess that

the level of SMUD's work effort is reasonably consistent with the work effort used to develop the costs above.

4.6. Additional Compliance Support

Upon request by RE for additional compliance support service for work beyond the routine documentation associated with the services performed under this Task Order 1, SMUD will review the request and may provide an estimated cost if such request creates work effort beyond that contemplated in the charges set forth above.

4.7. Annual Updates

In addition to adjustment for scope of work due to a material change in the work scope, SMUD may adjust its charges annually based on in its assessment of the costs of performing the work under this Task Order, such as changes in its personnel costs, support services, software or equipment costs. For a year-to-year change of up to a 4% change in its personnel costs, SMUD may advise RE and implement the change in charges without the need to update or replace this Task Order 1. SMUD will provide an updated charge if the actual escalation in its business planning costs exceeds the 4% annual escalation forecast increase amount.

4.8. Change Notice

In the event of a change in charges due to work effort, scope or costs of performing Services under this Task Order 1, SMUD shall, unless otherwise agreed, provide written notice 60 days in advance of the date of change with an explanation of the changes and if the changes in costs exceed the limits in Section 4.7 or as requested by RE will provide an updated Task Order 1 to replace the current Task Order 1.

4.9. Payment Terms

For services under this Task Order 1, RE shall pay all undisputed invoices within thirty (30) calendar days of the date of the invoice. RE shall remit payment as directed in the invoice.

SMUD shall remit invoices to the contact for invoices shown in Appendix 1:

5. Task Amendment

This Task Order 1 may be amended or otherwise modified by the Parties as provided in the Agreement. It is mutually understood that business requirements, resources, and dates may change subject to the applicable terms of Task Order 1. Any material changes to the scope defined in Task Order 1 will be addressed through a task order amendment process.

6. Signatures

The Parties have executed this Task Order 1 and it is effective as of the date of last signature below.

Roseville Electric

By: _____

Name: Dominick Casey

Title: City Manager

Date: _____

Approved as to Form: _____

Sacramento Municipal Utility District

By: Christiaan Hofmann  Digitally signed by Christiaan Hofmann
Date: 2024.08.14 07:27:21 -07'00'

Name: Chris Hofmann

Title: Director, Transmission Planning and Operations

Date: 08/14/2024

Approved as to Form: Andrew Meditz  Digitally signed by Andrew Meditz
Date: 2024.08.13 17:22:57 -07'00'

Appendix 1 - Contacts

SMUD Contacts:

Transmission Planning and Operations Staff:	
Director, Transmission Planning and Operations	916-732-5794 (Chris Adam Hofmann)
Manager, Transmission Planning	916-732-6804 (Janice Zewe)
Transmission Planning Engineers	916-732-8592 (Ryan Price)
	916-732-5811 (Chue Thor)
	916-732-7041 (Foung Mua)
	916-732-5267 (Patrick Truong)
	916-732-5450 (Miguel Garcia)
	916-732-5615 (Prabal Singh)

SMUD Contacts for Task Order Notices:

Chris Hofmann
Director, Transmission Planning and Operations
Sacramento Municipal Utility District
6001 S Street, Mailstop D109, Sacramento, CA 95817
P.O. Box 15830, Sacramento, CA 95852-0830
w.916-732-4812 | c.775-846-4442. Christiaan.Hofmann@smud.org

SMUD Contact for Billing (as provided in invoice)

RE Contacts:

Power Engineering Staff:	
Assistant Director	916-774-5615 (Chris Porter)
Sr. Power Engineers	916-774-5586 (Ozro Corulli)
	916-746-1601 (Mitch Larkin)
Power Engineers	916-774-5661 (Austin Kurth)
	916-774-5641 (Vince Bottoni)

RE Contact for Task Order Notices and Invoices:

Ozro Corulli
Sr. Power Engineer
2090 Hilltop Circle, Roseville CA 95747
916-774-5586 | ocorulli@roseville.ca.us

Appendix 2 – Reserved

**Data Exchange Agreement
between the
Roseville Electric Utility
and the
Sacramento Municipal Utility District**

This Data Exchange Agreement (Agreement) between the City of Roseville, a municipal corporation, by and through its electric utility, Roseville Electric (RE) and the Sacramento Municipal Utility District (SMUD) (individually “Party” and collectively the “Parties”) sets forth the mutual understandings of the Parties whereby RE agrees to keep certain data and information provided by SMUD, described further below, in confidence and to be used solely for the purposes set forth herein. The data provided by SMUD is provided to support the reliability of the Balancing Authority of Northern California (BANC) Balancing Authority as contemplated under the applicable TOP-001, TPL-001, and FAC-002 Reliability Standard requirements and related or additional reliability purposes. As such, this Agreement is made in accordance with the following:

1. Term and Termination

Subject to Section 2, below, the Term of this Agreement shall commence upon execution by both Parties and may be terminated by either Party upon no less than thirty (30) days written notice.

2. Agreement

SMUD may provide RE with power system planning and operations data including data using forecasted day-ahead and real-time generation dispatch and system outage (GDSO) information and other data as described in Section 3 below. RE agrees to abide by the WIDSA terms as described herein. Specifically, unless otherwise authorized in writing by SMUD, all GDSO provided by SMUD to RE shall be deemed to be “Covered Data” and therefore shall be treated as such in accordance with applicable provisions of the WIDSA, including, but not limited to, Article V (Data Sharing and Use), Article VI (Protection of Covered Data), and Article IX (Disclaimer and Limitation of Liability). Unless it first obtains SMUD’s written consent, RE shall not make any other use or representation(s) based on the GDSO other than with SMUD, the Western Area Power Administration – Sierra Nevada Region and RE staff.

Furthermore, in the event of termination of this Agreement in accordance with Section 1 above, RE shall continue to protect the GDSO consistent with the obligations to protect Covered Data established in Article VIII (Term and Termination) of the WIDSA.

3. Power System Data

SMUD, at its sole discretion and for “Permitted Uses” as described in the WIDSA, may provide RE with GDSO described as follows:

Power system studies and study results and reports including mitigation actions for future periods within the applicable planning and operating time horizon or real-time associated with studies of future conditions that impact the RE electric system or an electric system neighboring the RE electric system. Such power system studies use detailed power system input information, including:

- a. Generation facility dispatch,
- b. Scheduled power transfers between balancing authority areas,
- c. Transmission and generation facility equipment outage status,
- d. Equipment ratings and operating limits.
- e. Any other data that may be considered proprietary or confidential non-public transmission information, such as that which is so understood by the Federal Energy Regulatory Commission’s standards of conduct.

4. Notice

SMUD shall send any notice, including notice of termination as described in Section 1, to the following address:

**Roseville Electric Utility
Attn: Electric Director
116 S. Grant Street Ste. 2
Roseville, CA 95747**

RE shall send any notice, including notice of termination as described in Section 1, to the following address:

**Sacramento Municipal Utility District
Office of the General Counsel
Attn: Nicole Looney
6301 S Street, MS A311
Sacramento, CA 95817
e-mail: nicole.looney@smud.org**

5. Full Expression of the Parties

This Agreement is a full expression of the intent of the Parties with respect to the provision of certain GDSO by SMUD to RE.

6. Amendment

This Agreement may only be amended through written agreement of the Parties.

Please confirm that you are in agreement with the foregoing by signing and returning it to the SMUD at the address listed above.

Roseville Electric Utility

By: _____
Dominick Casey

Title: City Manager

Date: _____

Sacramento Municipal Utility District

By: **Christiaan Hofmann** _____
Chris Hofmann

Digitally signed by Christiaan Hofmann
Date: 2024.08.14 08:22:07 -07'00'

Title: Director, Transmission Planning and Operations

Date: 08/14/2024



COUNCIL COMMUNICATION

CC #: 3604
File #: 0800-06

Title: Infill Parcel 188 (300 N Sunrise Ave.) - Summary Vacation of Public Utility Easement
Contact: Kinarik Shallow 916-746-1309 kshallow@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to summarily vacate a 10-foot-wide portion of the existing Public Utility Easement at 300 N. Sunrise Avenue.

BACKGROUND

On September 26, 2024, the City's Planning Commission approved a Conditional Use Permit to allow a car wash use in the Planned Development 16 (PD16) zone and a Design Review Permit to allow the construction of a new Quick Quack Car Wash with an approximate 3,700-square-foot car wash building with two vehicle queuing lanes, 15 vacuum stalls, associated parking, and landscaping at 300 N. Sunrise Avenue. The existing building on the site will be demolished. Attachment 1 includes a vicinity map of the project site.

The site includes a 10-foot-wide public utility easement which conflicts with the proposed development (see Exhibits A and B of the resolution, attached). As part of the Quick Quack Car Wash approval, the Planning Commission adopted a condition of approval to require the abandonment of a portion of the easement prior to building permit issuance. This request for a summary vacation implements the adopted condition of approval.

Government Code Section 8300 et. seq. (Streets and Highways Code) states that an easement may be terminated (vacated) by adopting a resolution of vacation. There are two pathways for vacation: summary or general. An abandonment request for a public utility easement is eligible for the simpler summary vacation when any one of the following three potential conditions applies:

1. The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed abandonment.
2. The easement has been in place for less than five years (making it ineligible for condition 1 above), but has been in place for at least a year and has not been used for the purpose for which it was dedicated or acquired.
3. The need for the easement has been superseded by relocation, and there are no other public facilities in the easement.

The public utility easement was originally recorded to allow for the extension of public utility lines. The Quick Quack Car Wash project will record new easements to serve public utilities which do not conflict with the approved development. The proposed easement vacation was routed to all utilities which could be affected by the project, and no objections were received. The need for the easement has been superseded by relocation, and there are no other public facilities in the easement. For these reasons, staff concludes that condition 3 (as described above) for a summary vacation applies and recommends approval of the vacation request as depicted in Exhibits A and B.

FISCAL IMPACT

There will be no fiscal impact to the City of Roseville.

ENVIRONMENTAL REVIEW

The summary vacation is exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15305 (Minor Alterations in Land Use Limitations) and Section 305 of the City of Roseville CEQA Implementing Procedures.

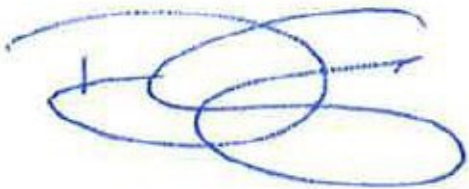
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kinarik Shallow, Associate Planner

Mike Isom, Development Services Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

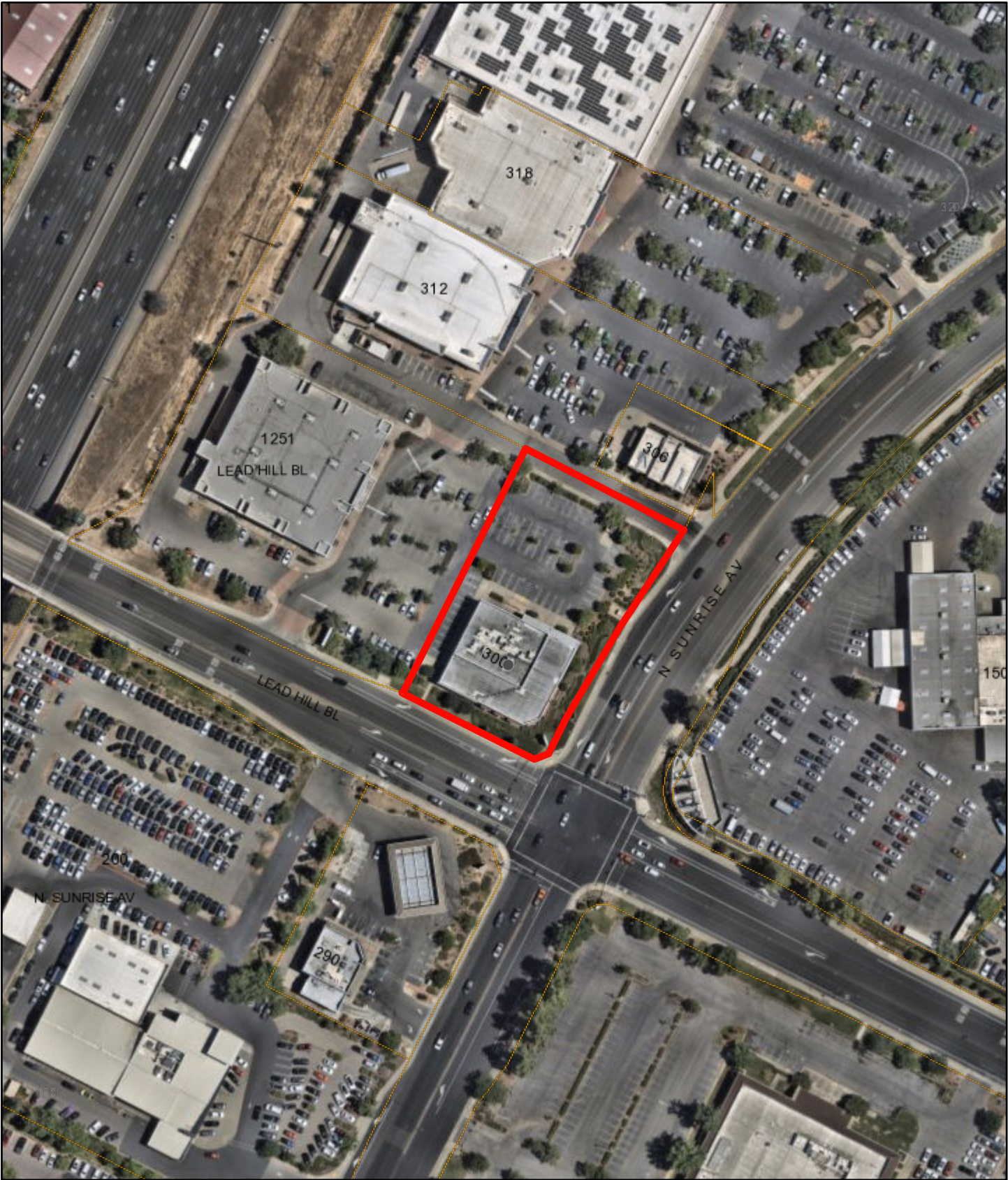
ATTACHMENTS:

Description

Attachment 1 - Vicinity Map

Resolution 24-365

Vicinity Map



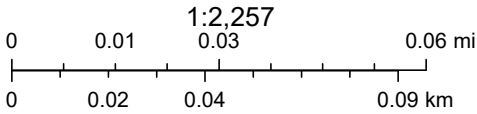
10/11/2024, 10:57:48 AM

Placer Parcel

 <all other values>

Roseville

 Roseville Parcel



Maxar, Microsoft, Nearmap, City of Roseville

RESOLUTION NO. 24-365

ORDERING SUMMARY VACATION OF A PORTION OF A PUBLIC UTILITY
EASEMENT AT 300 N. SUNRISE AVENUE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

WHEREAS, in accordance with the provisions of section 8333, et seq., of the Streets and Highways Code (Chapter 4, Summary Vacation), it is hereby found that a portion of a public utility easement at 300 N. Sunrise Avenue, described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by reference, is no longer needed; and

WHEREAS, the need for the easement has been superseded by relocation, and there are no other public facilities within the easement.

IT IS HEREBY ORDERED:

1. That the portion of the public utility easement at 300 N. Sunrise Avenue described in Exhibit "A" and depicted in Exhibit "B" is hereby vacated pursuant to Streets and Highways Code Section 8335, and shall, as of the date of adoption of this resolution, no longer constitute a public utility easement; and
2. The City Manager is hereby authorized to execute any other documents required to effectuate the conveyance of the abandoned/vacated easements to the respective property owners.
3. The City Clerk is hereby directed to cause a certified copy of this Resolution and Order, attested to by said Clerk under the seal of the City of Roseville, to be recorded in the Office of the County Recorder, and take any other actions necessary to effectuate the intent of this Resolution and Order.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**EXHIBIT A
LEGAL DESCRIPTION
PARTIAL PUBLIC UTILITY EASEMENT ABANDONMENT**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, BEING ALL THAT PORTION OF A 10-FOOT WIDE PUBLIC UTILITY EASEMENT AS DESCRIBED IN INSTRUMENT No. 98-001197, OFFICIAL RECORDS OF PLACER COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF PARCEL B AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP, SUBDIVISION #PM 01-17", FILED IN BOOK 31 OF PARCEL MAPS AT PAGE 24, PLACER COUNTY RECORDS, THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL B, NORTH 63°29'28" WEST 35.12 FEET TO THE WESTERLY LINE OF A 35-FOOT WIDE PUBLIC UTILITY EASEMENT AS SHOWN ON SAID PARCEL MAP;

THENCE LEAVING SAID NORTHEASTERLY LINE AND ALONG SAID WESTERLY LINE, SOUTH 31°17'31" WEST 104.65 FEET TO THE CENTERLINE OF SAID 10-FOOT WIDE PUBLIC UTILITY EASEMENT, AND THE **POINT OF BEGINNING**;

THENCE LEAVING SAID WESTERLY LINE AND ALONG SAID CENTERLINE, SOUTH 89°54'03" WEST 313.56 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL B AND THE **POINT OF TERMINATION**.

THE ATTACHED PLAT ENTITLED "EXHIBIT B" IS MADE A PART OF THIS LEGAL DESCRIPTION A TOTAL AREA OF 1,689 SQUARE FEET, MORE OR LESS.

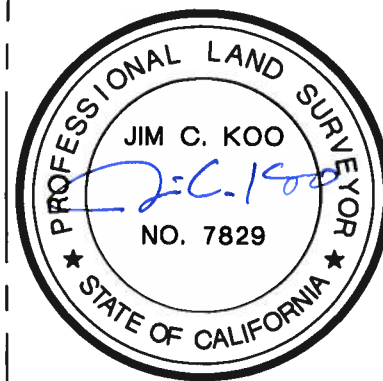
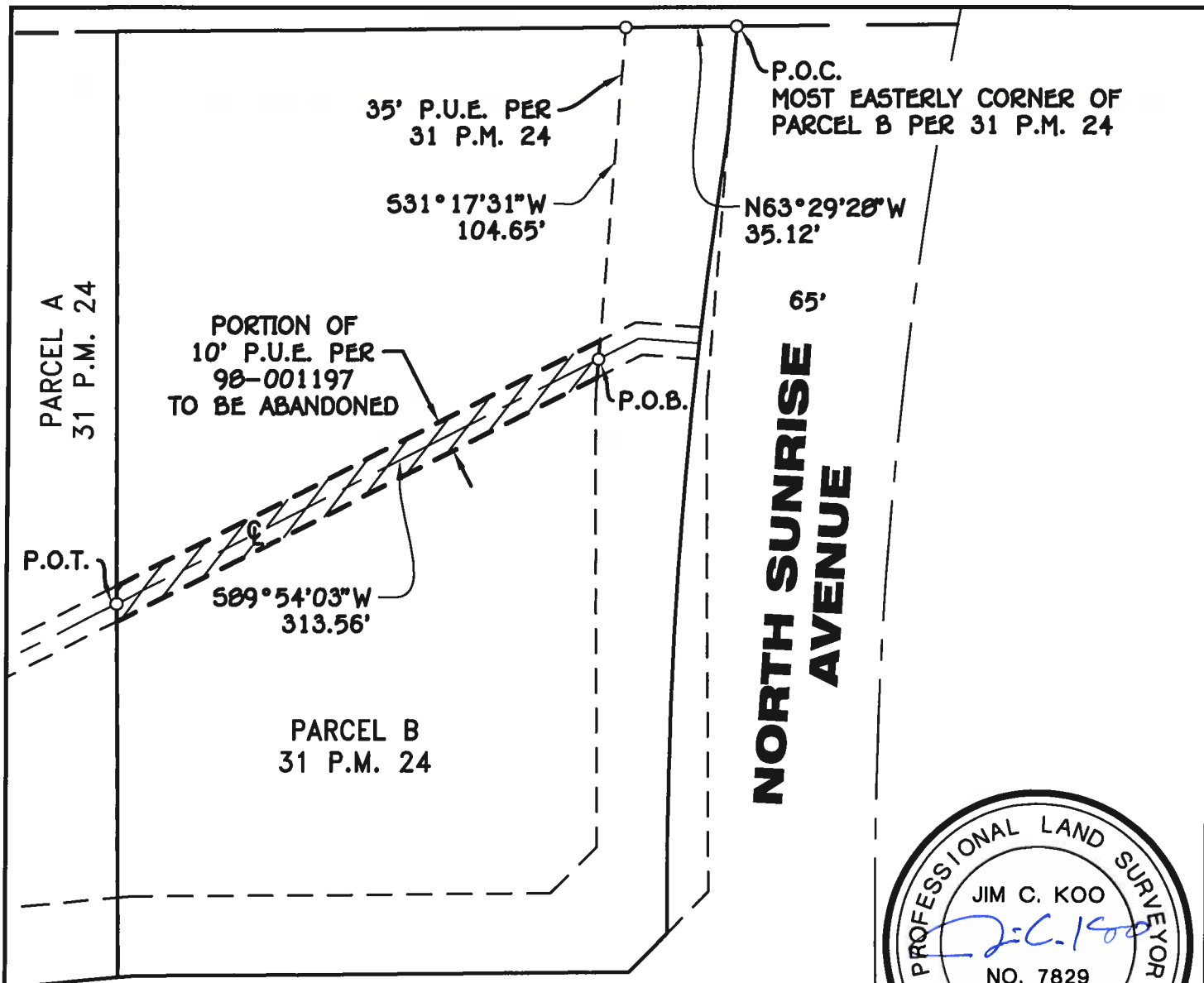
END OF DESCRIPTION

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION PURSUANT TO THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.



JIM C. KOO, P.L.S. 7829
DATE: AUGUST 28, 2024





0 50
SCALE: 1"=50'

LEGEND

- DIMENSION POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.O.T. POINT OF TERMINATION
- P.U.E. PUBLIC UTILITY EASEMENT
- P.M. PARCEL MAP
-  P.U.E. BEING ABANDONED, AREA= 1,689 SF±

B BURRELL
CONSULTING
GROUP, INC.
1001 Enterprise Way, Suite 100
Roseville, CA 95678 (916) 783-8898

EXHIBIT B
PORTION OF PARCEL B, 31 P.M. 24
PARTIAL PUBLIC UTILITY
EASEMENT ABANDONMENT

CITY OF ROSEVILLE

CALIFORNIA

DRAWN BY: FS
CHECKED BY: JCK

DATE: 08/28/2024

SHEET 1 OF 1

JOB NO. 2611-06-1200



COUNCIL COMMUNICATION

CC #: 3621

File #: 0800-05 & 0214

Title: 2024-25 State and Local Cybersecurity Grant Program - Grant Application

Contact: Cesar Gamez 916-774-5408 pcgamez@roseville.ca.us

Meeting Date: 11/6/2024

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving an application for the 2024-25 State and Local Cybersecurity Grant for \$250,000 and, if awarded, the execution of any required grant agreements and other related documents necessary to participate in and comply with all grant terms and conditions. Staff also recommends Council grant authorization to apply for this grant two additional times when additional funds become available.

BACKGROUND

The State and Local Cybersecurity Grant Program (SLCGP) is part of the Infrastructure Investment and Jobs Act (IIJA), which Congress passed and signed into law in November 2021. Under this act, the SLCGP provides grant funding to state, local, and tribal governments to improve their cybersecurity practices and address critical cyber risks.

In California, the California Governor's Office of Emergency Services (Cal OES) is responsible for distributing the SLCGP funds. The deadline to apply for the 2024-25 State and Local Cybersecurity Grant was September 27, 2024. Due to the short amount of time available to prepare and submit the application, staff was unable to seek City Council approval of the application prior to submission. The grant application is for \$250,000 and will be used to improve the City's capabilities to detect and mitigate cybersecurity weaknesses and threats, thereby reducing risks and strengthening the City's cybersecurity posture. If awarded the funds, staff recommends that the City Council authorize staff to execute any required grant agreements and other related documents necessary to participate in and comply with all grant terms and conditions. In addition, staff recommends that the Council provide authorization to apply for this grant for two additional years, which is estimated to provide additional funds each year between \$170,000 and \$200,000.

FISCAL IMPACT

If awarded this grant, the Information Technology Department will implement the award using approximately \$48,000 in existing staff resources on a one-time basis. No new or additional City

resources will be required for this grant. Should additional funds be required to support a future year grant award, those needs will be evaluated and incorporated into the upcoming year's budget as necessary.

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Cesar Gamez, Information Security Administrator

Hong Sae, Chief Information Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-377

RESOLUTION NO. 24-377

APPROVING A GRANT APPLICATION TO THE CALIFORNIA GOVERNOR’S OFFICE
OF EMERGENCY SERVICES, AND AUTHORIZING THE CITY MANAGER OR HIS
DESIGNEE TO EXECUTE ALL RELATED FORMS AND AGREEMENTS
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the State and Local Cybersecurity Grant Program (SLCGP) is part of the Infrastructure Investment and Jobs Act (IIJA), which Congress passed and signed into law in November 2021; and

WHEREAS, under this act, the SLCGP provides grant funding to state, local, and tribal governments to improve their cybersecurity practices and address critical cyber risks; and

WHEREAS, the California Governor’s Office of Emergency Services (Cal OES) is responsible for distributing the SLCGP funds; and

WHEREAS, due to the short amount of time available to prepare and submit the application, staff was unable to seek City Council approval of the application prior to submission; and

WHEREAS, the grant application is for \$250,000 and will be used to improve the City's capabilities to detect and mitigate cybersecurity weaknesses and threats, thereby reducing risks and strengthening the City's cybersecurity posture; and

WHEREAS, if awarded the funds, staff recommends that the City Council authorize the City Manager or his designee to execute any required grant agreements and other related documents necessary to participate in and comply with all grant terms and conditions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby approves the City Manager or his designee to execute all related forms and agreements to comply with all grant terms and conditions if the City of Roseville receives grant funds from the State and Local Cybersecurity Grant Program.

BE IT FURTHER RESOLVED that the City Council of the City of Roseville hereby approves the City Manager or his designee to submit grant applications for the State and Local Cybersecurity Grant Program for two additional funding cycles.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 3601

File #: 0400-04-13-1

Title: Creekview Phase 4 Village 20 - Notice of Completion
Contact: Pablo Macias 916 751-9196 pmacias@roseville.ca.us

Meeting Date: 11/6/2024

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Creekview Phase 4 Village 20, CWJ# 190910 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Pablo Macias, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-362

NOC

Exhibit A - Vicinity Map

Final Maps

RESOLUTION NO. 24-362

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW - PHASE 4 - VILLAGE 20 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, HEREOF, 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 4 - Village 20 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 GG of Maps, Page 87 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 _____, 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
Creekview - Phase 4 - Village 20 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 Teichert Construction.

The surety on said project was Lexon Insurance Company - (LICX1980636-M)

_____.

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, 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 _____, 20____, Marc Stout

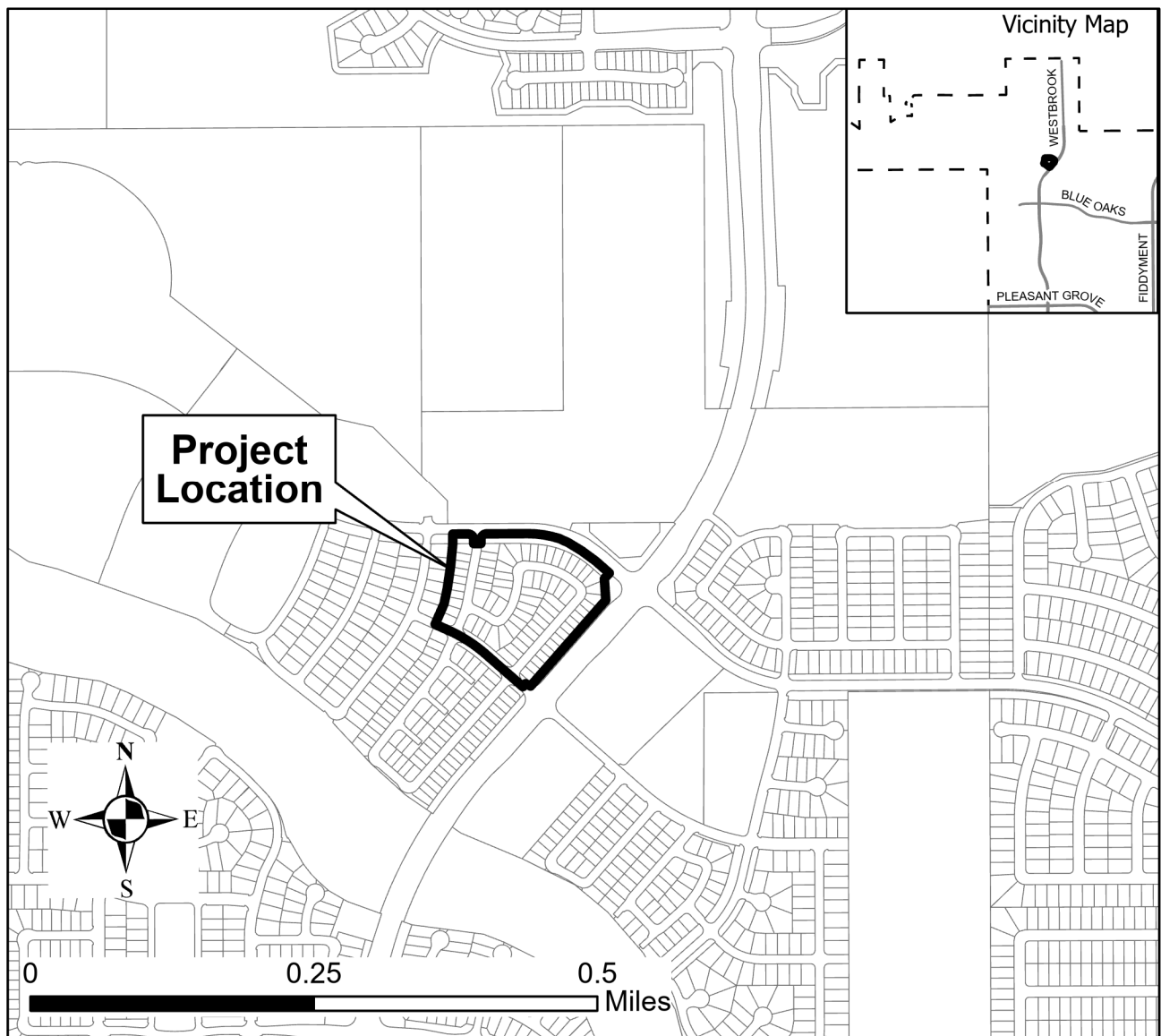
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

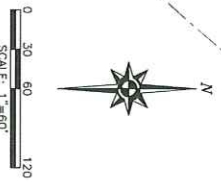
Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A: Location Map

City of Roseville Creekview Phase 4 Village 20



[illegible]

☒	CORNERED SURVEY MONUMENT WITH CENTER PINCH IN MONUMENT WELL STAMPED LS 92657 TO BE SET PER (1) OR (2)
☒	5/8 REBAR WITH PLASTIC CAP STAMPED LS 92657 TO BE SET PER (1)
☒	SET CORNERED SURVEY MONUMENT WITH CENTER PINCH IN MONUMENT WELL STAMPED LS 92657 TO BE SET PER (1)
☐	DIMENSION POINT
CB	CHORD BEARING
CD	CHORD DISTANCE
ICD	IRREVOCABLE OFFER OF DEDICATION
(OA)	OVERALL
OR	OFFICIAL RECORDS OF PLACER COUNTY
PE	PEDESTRIAN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
SF	SQUARE FEET
	SHEET INDEX NUMBER
_____	BOUNDARY
_____	LOT LINE
_____	ADJACENT PROPERTY
_____	RIGHT-OF-WAY
_____	EXISTING RIGHT-OF-WAY
_____	EASEMENT
_____	CENTER LINE

THE BASIS OF BEARINGS FOR THIS MAP IS NORTH 41°12'49" EAST ALONG THE CENTERLINE OF WESTBROOK BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CRENSHAW - PHASE 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 2, 2021 IN BOOK FF OF MAPS, AT PAGE 84, PLACER COUNTY RECORDS.

(1) FF MAPS 84
(2) GG MAPS 33

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

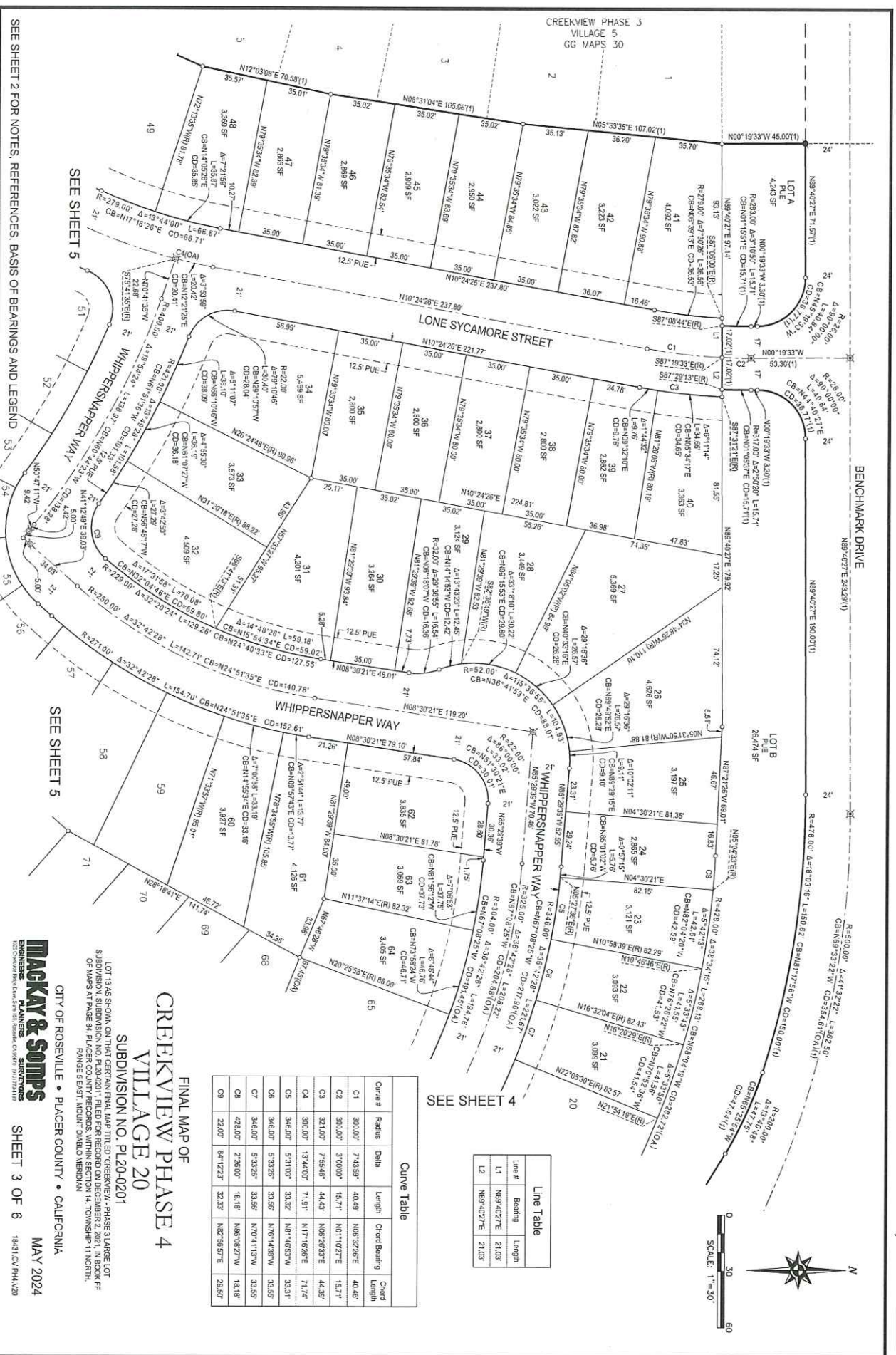
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

1027 Chestnut Ridge Drive, Suite 202, Roseville, CA 95747 (916) 777-1189

MAY 2024

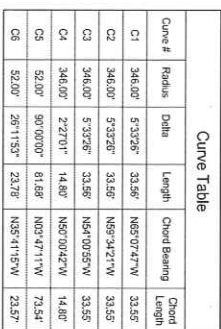
SHEET 2 OF 6

18431 CV PH4 V20



Line Table		
Line #	Bearing	Length
L1	N89°40'27"E	21.03'
L2	N89°40'27"E	21.03'

Curve Table				
Curve #	Radius	Delta	Length	Chest Bearing
C1	300.0'	7°43.59'	40.49	N08°32.67'E 40.46'
C2	300.0'	3°09.00'	15.71	N01°02.72'E 15.71'
C3	300.0'	7°59.46'	44.81	N05°26.53'E 44.33'
C4	300.0'	13°44.03'	71.45	N01°16.05'E 71.74'
C5	346.0'	5°19.03'	33.32	N81°46.53'S 33.31'
C6	346.0'	5°39.26'	33.66	N07°41.53'S 33.55'
C7	346.0'	5°39.26'	33.66	N07°41.53'S 33.55'
C8	428.0'	2°29.00'	13.16	N66°05.27'W 13.16'
C9	22.0'	84°12.23'	32.33	N42°56.57'E 20.50'



MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1021 Chestnut Ridge Drive, Suite 102, Sparks, MD 21159
(410) 774-1110

MAY 2024

SHEET 4 OF 6

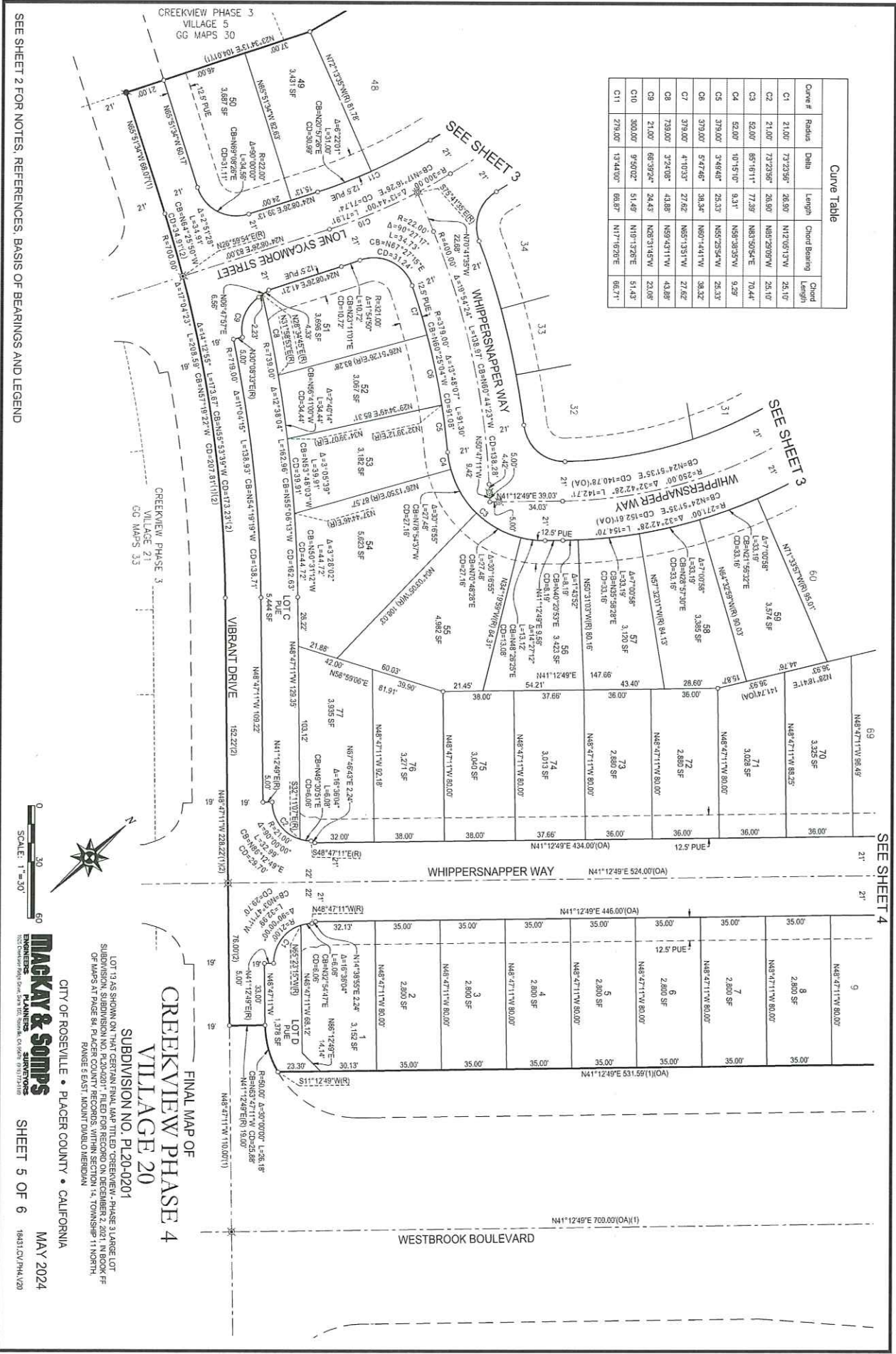
18431.CV/PMA/250

**FINAL MAP OF
CREEKVIEW PHASE 4
VILLAGE 20
SUBDIVISION NO. PL20-0201**

13 AS SHOWN ON THE DEEDS FROM THE CITY OF PLACER COUNTY, PLACER COUNTY SUPERVISOR NO. PL20-0201, FILED FOR RECORD ON DECEMBER 2, 2021. THE PLACER COUNTY SUPERVISOR HAS REVIEWED THE MAP AND HAS APPROVED THE MAP AS SHOWN ON THE DEEDS FROM THE CITY OF PLACER COUNTY, PLACER COUNTY SUPERVISOR NO. PL20-0201, FILED FOR RECORD ON DECEMBER 2, 2021.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C1	21.00'	73°23'56"	26.50'	N12°03'13"W 25.10'
C2	21.00'	73°23'56"	26.50'	N85°29'09"W 25.10'
C3	52.00'	86°16'11"	77.26'	N83°39'54"E 70.44'
C4	52.00'	10°15'10"	9.31'	N58°38'35"W 9.29'
C5	319.00'	3°46'46"	25.33'	N85°25'54"W 25.33'
C6	319.00'	5°47'46"	38.34'	N80°44'41"W 38.32'
C7	319.00'	4°10'33"	27.62'	N85°13'51"W 27.62'
C8	739.00'	3°24'03"	43.88'	N89°43'11"W 43.88'
C9	21.00'	66°39'24"	24.43'	N28°31'45"W 23.08'
C10	300.00'	9°50'02"	51.49'	N19°12'28"E 51.43'
C11	219.00'	13°44'00"	66.87'	N17°02'29"E 66.71'



SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

0 30 60
SCALE: 1" = 30'

Mackay & Samps
ENGINEERS PLANNERS SURVEYORS
10220 Creekview Ridge Drive, Suite 101, San Jose, CA 95138 (408) 737-1118

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

MAY 2024

LOT 13 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED 'CREEKVIEW PHASE 3 LARGE LOT SUBDIVISION' SUBDIVISION NO. PL20-0011 FILED FOR RECORD ON DECEMBER 2, 2021 IN BOOK FF OF MAPS AT PAGE 84 PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT Diablo MERIDIAN

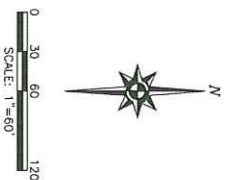
FINAL MAP OF
CREEKVIEW PHASE 4
VILLAGE 20
SUBDIVISION NO. PL20-0201

ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSES ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING. THEREFO, THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO 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 4 VILLAGE 20

SUBDIVISION NO. PL20-0201

LOT 13 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201" FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

IMACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

SHEET 6 OF 6

MAY 2024
16431.CIV/PH4.120





COUNCIL COMMUNICATION

CC #: 3613

File #: 0103-05-02 & 0103-04-02 & 0103-12-02

Title: Consolidation of the Parks & Recreation Commission, Library Board, and Senior Commission

Contact: Jill Geller 916-774-5249 jageller@roseville.ca.us

Meeting Date: 11/6/2024

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the consolidation of the Parks & Recreation Commission, Library Board, and Senior Commission into one nine-member body (including one youth commissioner), called the Parks, Recreation & Libraries Commission, effective January 1, 2027.

BACKGROUND

Three Commissions/Boards are currently facilitated by the Parks, Recreation & Libraries department. These are:

- The Parks & Recreation Commission (an eight-member body, including one youth commissioner), which meets monthly.
- The Library Board (a six-member body, including one youth board member), which meets bi-monthly.
- The Senior Commission (a seven-member body with no youth commissioners), which meets quarterly.

It has long been considered to consolidate these three groups for efficiency, to minimize meeting cancellations, and to make the experience more meaningful for the commissioners/board members.

This consolidation recommendation was presented to all three groups in November 2023, with implementation proposed to be effective January 1, 2025. All three groups supported the consolidation, with the suggestion that it become effective January 1, 2027 to allow those commissioners/board members whose terms expire on December 31, 2026 to complete their current term. Staff have accommodated this request in the current recommendation. It is also recommended that new appointments made at the end of 2024 to the Parks & Recreation Commission, Library Board, and Senior Commission shall be for a two-year term ending on December 31, 2026. At the end of 2026, all new members will be appointed to the newly created Parks, Recreation & Libraries Commission effective January 1, 2027. Since this is a new commission, there will be no "reappointments" when it becomes effective, and all current

commissioners and board members shall be eligible to apply, as well as members of the general public. To establish a staggered appointment schedule when appointments are made in December 2026, four shall be 4-year appointments, and four shall be 2-year appointments. After these initial appointments, all future appointments shall be for 4-year terms. The Youth Commissioner shall continue to be a one-year appointment.

Benefits of consolidation include:

- A more meaningful experience for Commissioners/Board Members, with topics that relate to a broader range of Parks, Recreation & Libraries issues.
- Fewer meeting cancellations, since oftentimes there are insufficient topics in just one of these areas to justify a meeting. Each of these groups experience meeting cancellations several times each year.
- A consolidated Parks, Recreation & Libraries Commission better reflects the mission, vision and goals of Parks, Recreation & Libraries department as a whole.
- Provides a wider City perspective for Commissioners/Board Members as preparation for potential future City leadership (e.g., City Council).
- More efficient use of City funds and resources.

FISCAL IMPACT

Meeting planning, document preparation, public posting, and broadcasting the meetings for these three groups take a considerable amount of staff time for the Parks, Recreation & Libraries department, the City Clerk's Office, the Public Affairs & Communications department, and the City Attorney's Office, just to name a few. Consolidation of these groups will result in greater efficiencies and time savings.

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 Section 21065 and CEQA State Guidelines Section 15060(c)(3) and Section 15378. The consolidation of these commissions and board meets the above criteria and is not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal B - Support community engagement and advocacy

Goal E - Deliver exceptional city services

Respectfully Submitted,

Jill Geller, Parks, Recreation & Libraries Director

A handwritten signature in blue ink, consisting of several overlapping loops and a small vertical stroke on the left side.

Dominick Casey, City Manager

COUNCIL COMMUNICATION

Title: Roseville Venture Lab - Program Agreement Amendment and Budget Adjustment
Contact: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a resolution authorizing the City Manager to execute the First Amendment to the Program Agreement between the City of Roseville and Growth Factory and
2. Adopt an ordinance authorizing a budget adjustment in the amount of \$21,907 from the American Rescue Plan Act (ARPA) revenue replacement funds to the creation of additional entrepreneurial programming.

BACKGROUND

On May 18, 2022, Council approved a program agreement, lease agreement and budget adjustment for the establishment of the Roseville Venture Lab (RVL), in ARPA funding, this initiative established an entrepreneurship center, with a start-up accelerator and business incubator component, within approximately 2,400 square feet.

Since the opening of the RVL space in September of 2022, several programs have been launched with the intent of supporting small businesses, innovators and enhance programming offered at the RVL and a budget adjustment in the amount of \$21,907 is recommended. Additionally, the current Program Agreement between the City and Growth Factory will be amended to incorporate additional program resources that will be made available to the community.

PROGRAM AGREEMENT AMENDMENT

To date, the RVL has offered programs with particular focus on small businesses and technology start-ups, high school innovators, social impact ventures, and for program agreement will be amended to incorporate programs centered around the creative economy that combine economic, cultural, and social aspects with technology. AEP6 is an economic and social impact study of the nonprofit arts and culture industry. In Placer County, the sector generated \$26.1 million in economic activity and an additional \$13.1 million in event-related expenditures by their audiences). That economic activity supported 436 jobs, provided \$15.3 million in personal income, and federal governments (See Attachment 1). As one of the world's fastest-growing sectors, this amendment supports the City Council's goals of enhancing the creative economy of place.

Staff and the GF will work with a network of strategic partners to identify specific programming and the type of support needed to assist entrepreneurs and program have programming associated with the creative economy are included in Attachment 2. It is also important to note that the program agreement allows the City and Growth Factory to implement. The amended agreement will not change terms related to the program duration, early termination contingencies, management of personnel, marketing, and confidentiality guidelines. The first amendment to the program agreement is provided as Attachment 3.

FISCAL IMPACT

Approval of the budget adjustment will result in the appropriation of \$21,907 from ARPA revenue replacement funding in the Federal Stimulus Reserve - ARPA Funds. The result in programs and initiatives that may yield both direct and indirect economic impacts to our community including increases in business startups, jobs and upskilling.

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 determined that a project may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality

Respectfully Submitted,

Wayne Wiley, Economic Development Manager

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 - Creative Economy Economic Impact

Attachment 2 - Creative Economy Industries

Resolution 24-374

Attachment 3 - signed Amendment

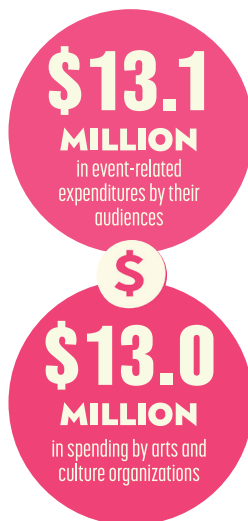
Ordinance 6882

THE **IMPACT** OF THE ARTS

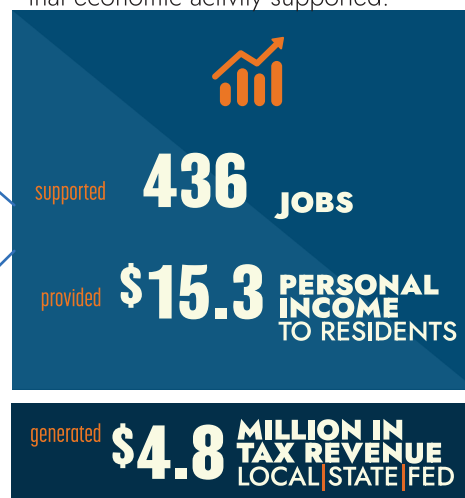
The Arts Council of Placer County (ACPC), In partnership with Americans for the Arts, participated in the national **Arts Economic Prosperity study (AEP6)** a study to measure the economic and social impact of non-profit arts and culture sector on our economy, both **nationally** and **locally**.

Nonprofit arts and culture organizations are businesses.

In Placer County, the sector generated:

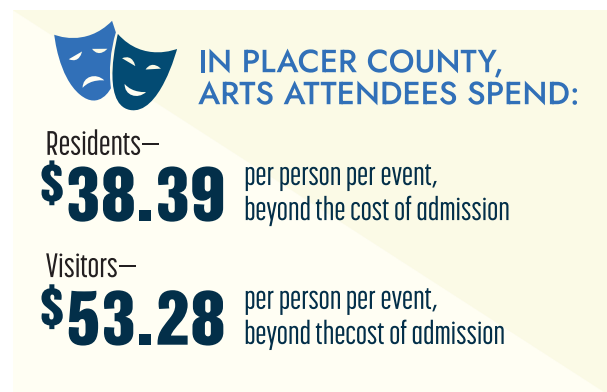


that economic activity supported:



Arts and culture drives commerce to local businesses.

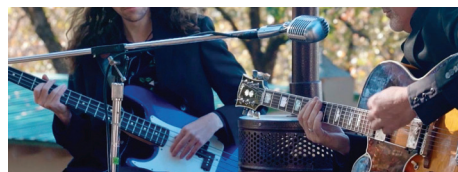
When people attend a cultural event, they often make an outing of it—dining at a restaurant, enjoying dessert after the show, and returning home to pay for child or pet care.



These dollars represent **vital income for local merchants** and a value-add which few industries can compete with.



Arts and culture organizations are businesses - employing people locally, purchasing supplies and services from nearby businesses, and engaging in the marketing and promotion of our region. Arts organizations **supported 290 jobs**.



Arts and culture strengthens the visitor economy.

77.2% of nonlocal attendees reported the primary purpose of their visit was specifically to attend the performance/event/exhibit where they were surveyed.

61.8% of attendees who live in Placer County said they would have "traveled to a different community to attend a similar arts or cultural activity."



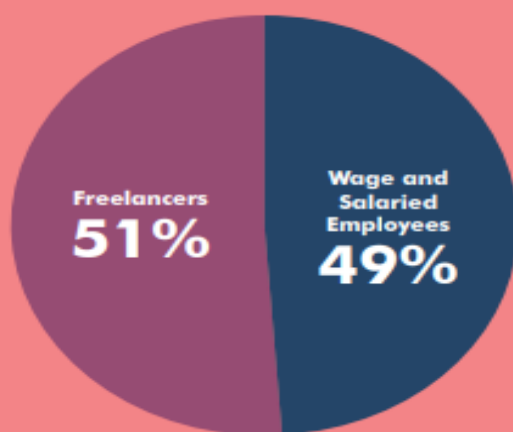
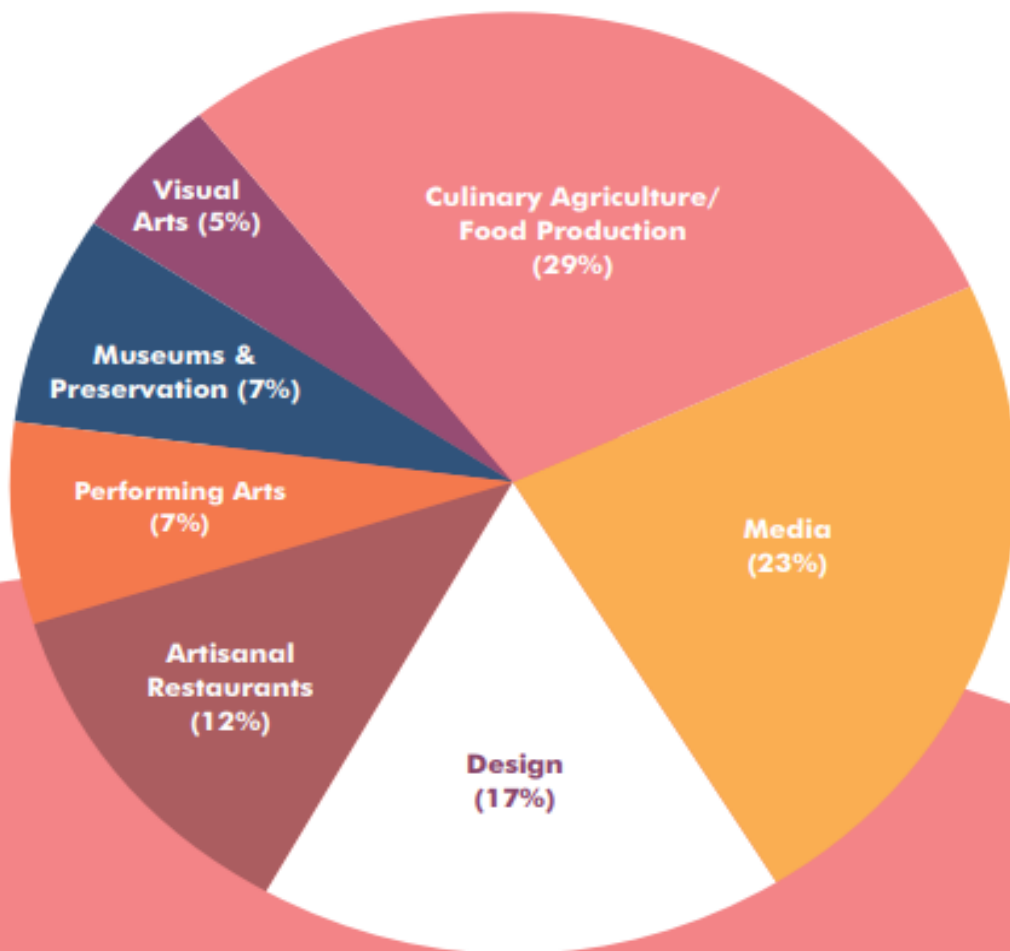
A vibrant arts and culture scene keeps local residents—and their discretionary dollars—in our community.

92.9%
OF ATTENDEES
agree that our
arts and culture events
inspire a sense of
PRIDE IN OUR COMMUNITY

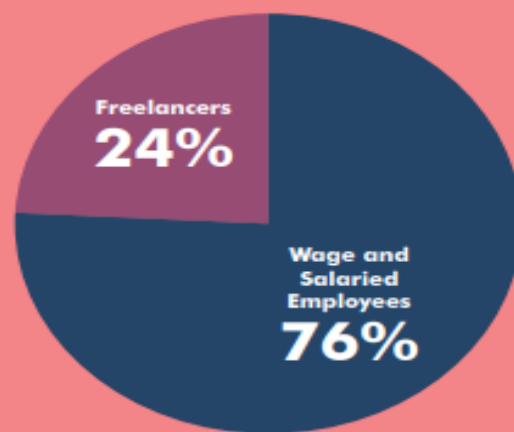
Arts and culture
organizations
contribute to
community pride
in Placer County.



Seven segments make up the Creative Industries.



**Type of Worker
in Creative Industries**



**Type of Worker in
All Private Sector Jobs**

RESOLUTION NO. 24-374

APPROVING A FIRST AMENDMENT TO THE PROGRAM AGREEMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND THE GROWTH FACTORY, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, on May 18, 2022, Council approved a program agreement, lease agreement and budget adjustment for the establishment of the Roseville Venture Lab (RVL), in partnership with the Growth Factory (GF); and

WHEREAS, since the opening of the RVL space in September of 2022, several programs have been launched with the intent of supporting small businesses, innovators and entrepreneurs; and

WHEREAS, to support the expansion of the RVL initiatives, the program agreement will be amended to incorporate programs centered around the creative economy that combine economic, cultural, and social aspects with technology, intellectual property, and tourism; and

WHEREAS, the First Amendment to the Program Agreement between the City of Roseville and Growth Factory, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the First Amendment to the Growth Factory Program Agreement with the City of Roseville, is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO THE GROWTH FACTORY
PROGRAM AGREEMENT WITH THE CITY OF ROSEVILLE**

THIS FIRST AMENDMENT TO THE GROWTH FACTORY PROGRAM AGREEMENT WITH THE CITY OF ROSEVILLE (“AMENDMENT”) is made and entered into this ____ day of _____, 2024, by and between the City of Roseville, a municipal corporation (“CITY”), and the Growth Factory, a California nonprofit public benefit corporation (“GROWTH FACTORY”); and

W I T N E S S E T H:

WHEREAS, on May 18, 2022, the Roseville City Council approved a Program Agreement for the establishment of the Roseville Venture Lab, in partnership with the GROWTH FACTORY, to create an entrepreneurship center, with a start-up accelerator and business incubator component, located at 316 Vernon Street in Roseville; and;

WHEREAS, the Roseville Venture Lab initiative was established using a one-time allocation of American Rescue Plan Act (“ARPA”) funding with the intent of supporting small businesses, innovators and entrepreneurs such as technology start-ups, high school innovators, social impact ventures, and food entrepreneurs; and

WHEREAS, since the Program Agreement was approved in 2022, several programs have been offered to the community through the Roseville Venture Lab and the successful collaboration between the CITY and the GROWTH FACTORY; and

WHEREAS, the CITY has additional ARPA funding available in the amount of \$21,907.00 that the CITY desires to use to enhance programming at the Roseville Venture Lab; and

WHEREAS, the GROWTH FACTORY desires to support the expansion of the Roseville Venture Lab initiatives to incorporate programs centered around the creative economy that combine economic, cultural, and social aspects with technology, intellectual property, and tourism; and

WHEREAS, the CITY and GROWTH FACTORY collectively desire to amend the Program Agreement to include the additional funding and entrepreneurship services as described above.

NOW, THEREFORE, the parties agree as follows:

1. GROWTH FACTORY shall provide the additional services as described in the above Recitals.
2. Exhibit "B" of the Program Agreement is amended by adding an additional \$21,907.00 to Year 3 for Roseville's Grant Funding. This change makes the Year 3 Grant Funding from Roseville increase from \$50,000 to the new total of \$71,907.00. The total ROSEVILLE contribution in Year 3 will increase from the original amount of \$225,000.00 to the new total of \$246,907.00. A copy of the revised Exhibit "B" is attached hereto and incorporated herein.:
3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this AMENDMENT 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 GROWTH FACTORY has caused this AMENDMENT to be duly executed.

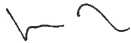
CITY OF ROSEVILLE, a
municipal corporation

GROWTH FACTORY, a California
nonprofit public benefit corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: Monique Brown, Managing Director

ATTEST:

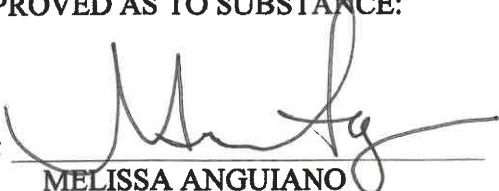
and
BY: 
its: box SIGN 1X37JYXJ-4Z2R257K
Founding Partner

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
MELISSA ANGUIANO
Economic Development Director

REVISED EXHIBIT "B"

City of Roseville & Growth Factory Annual Budget
(Years 1-3)

	Year 1		Year 2		Year 3	
	GF	Roseville	GF	Roseville	GF	Roseville
EXPENSES						
Facilities						
Tls	\$-	\$330,000.00		\$-	\$-	\$-
Rent	\$7,250.00		\$21,744.00		\$28,992.00	
Insurance						
Utilities						
Furniture & Equipment						
Subtotal	\$7,250.00	\$330,000.00	\$21,744.00	\$-	\$28,992.00	\$-
Personnel (salary+payroll taxes etc...)						
Program design, implementation, space management, partnership management						
Growth Factory Leadership Team	\$85,000.00	\$81,000.00	\$92,000.00	\$38,000.00	\$115,000.00	\$-
1 FTE Community Manager		\$99,000.00		\$124,000.00		\$124,000.00
1 PTE Event Coordinator		\$27,000.00		\$45,000.00	\$18,750.00	\$33,000.00
Subtotal	\$85,000.00	\$207,000.00	\$92,000.00	\$207,000.00	\$133,750.00	\$157,000.00
Expenses						
Accounting/Bookkeeping	\$2,400.00		\$2,400.00		\$2,400.00	
Advertising/Marketing	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00
Contract services (ie: AV, event staff)		\$8,000.00		\$8,000.00		\$8,000.00
Meals/Entertainment	\$5,000.00		\$5,000.00		\$5,000.00	
Office Supplies	\$2,500.00		\$2,500.00		\$2,500.00	
Software (hubspot, beautiful, etc...)	\$5,000.00		\$5,000.00		\$5,000.00	
Taxes/Licenses						
Subtotal	\$15,900.00	\$18,000.00	\$15,900.00	\$18,000.00	\$15,900.00	\$18,000.00
Total Expenses	\$108,150.00	\$555,000.00	\$129,644.00	\$225,000.00	\$178,642.00	\$175,000.00
INVESTMENT						
Roseville budget for space	\$-	\$330,000.00	\$-	\$-	\$-	\$-
Roseville Grant Funding		\$50,000		\$50,000		\$71,907.00
Roseville budget for programs		\$225,000.00		\$225,000.00		\$175,000.00
Total Investment	\$-	\$605,000.00	\$-	\$275,000.00	\$-	\$246,907.00

ORDINANCE NO. 6882

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment for the Roseville Venture Lab 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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 8/29/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:

Wayne Wiley, Economic Development Manager

FISCAL YEAR:

2024-25

PREPARER NAME & TITLE:

Wayne Wiley, Economic Development Manager

ORDINANCE:

DEPARTMENT/DIVISION:

Economic Development Department

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2280	5080	84001	500304	21,907	Increase the Entrepreneurship Center project budget to include additional entrepreneurial programming/offerings made available to the public.
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				21,907	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2280	4401	10001		21,907	
REVENUES/TRANSFERS IN TOTAL				21,907	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

Staff recommends this budget adjustment to increase the Entrepreneurship Center Multi-Year Project to cover costs associated with the creation of additional entrepreneurial programming that will be offered through the Roseville Venture Lab (RVL) focusing on the creative economy. Funding for this project will come from the City's allocation of American Rescue Plan Act funding in the Federal Stimulus Reserve Fund.



COUNCIL COMMUNICATION

CC #: 3627

File #: 0214 & 0201-01

Title: State of California Office of Traffic Safety, Selective Traffic Enforcement Program - Non-Capital Project Approval, Grant Award, and Budget Adjustment

Contact: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us
Courtney Scurria 916-774-5079 cscurria@roseville.ca.us
Chris Ciampa 916-774-5088 cciampa@roseville.ca.us

Meeting Date: 11/6/2024

Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

- 1) Approve the establishment of a new Non-Capital Project (FY24 Selective Traffic Enforcement Program – STEP);
- 2) Adopt a resolution to accept the Selective Traffic Enforcement Program (STEP) grant award and authorize the City Manager or his designee to execute the grant agreement and any other required documents on behalf of the City; and
- 3) Adopt an ordinance to approve a budget adjustment appropriating \$150,000 in the Grants Fund to the Project for the funding of education, enforcement, and outreach related to traffic safety.

BACKGROUND

The goal of the California Office of Traffic Safety (OTS) Grant Program is to prevent serious injury and death resulting from motor vehicle crashes so that all roadway users arrive at their destination safely. Using Federal Highway Safety Program funds, the OTS partners with political subdivisions of the state to address California's highway safety needs at the state, county and local level.

OTS funds programs in the following areas:

Alcohol Impaired Driving - These programs aim to prevent people from driving under the influence (DUI) of alcohol or other drugs and to remove DUI drivers from the road. OTS grants use a comprehensive approach by funding educational, prevention, and enforcement programs and by focusing on high-risk groups.

Distracted Driving - These programs aim to reduce collisions involving drivers using handheld devices. Countermeasures include increased and focused enforcement, observational surveys, and public awareness campaigns, while other actions are being developed to change behavior.

Drug Impaired Driving - These programs aim to decrease the average response time for the arrival of appropriate equipment at collision sites in rural areas. Funding also supports increased

officer training in the National Highway Traffic Safety Administration (NHTSA) Advanced Roadside Impaired Driving Enforcement (ARIDE) and Drug Recognition Evaluator (DRE) programs, which should lead to better detection of drug-impaired drivers.

Motorcycle Safety - These programs support new actions in the effort to reduce motorcycle collisions, injuries and fatalities. Activities include enhancing the motorcycle safety awareness component in driver education courses, encouraging the use of proper protective equipment for riders, outreach to un-endorsed motorcycle owners offering refresher rider training courses, and consideration of motorcycle safety in roadway design.

Occupant Protection - These programs support statewide and local public information campaigns, increased enforcement, and community education, outreach, and training. More specifically, the programs provide child safety seats to low-income families, conduct child safety seat check ups, and educate teens about using seat belts.

Pedestrian Safety/Bicycle Safety - These programs increase awareness of traffic rules, rights, and responsibilities among various age groups. These programs are developed to be attractive and interactive in an effort to truly impact students. At the elementary school level, parents and teachers are drawn into the programs as active role models and mentors in traffic safety. Grantees conduct traffic safety rodeos and presentations in an effort to build students' skills and demonstrate proper practical application of those skills. To boost compliance with the law and decrease injuries, safety helmets are properly fitted and distributed to children in need for use with bicycles, scooters, skateboards, and skates. There is a special emphasis on programs designed exclusively for the hard-to-reach population at the middle and high school levels. Additional outreach endeavors include programs targeting the senior population along with a multicultural approach to address safer driving and walking behaviors.

Police Traffic Services - These programs focus on a comprehensive approach to enforce and encourage compliance with seat belt use, impaired driving, speed limit, red light running, and other traffic laws. The grants are highly effective in reducing traffic collisions by dedicating resources to selective enforcement and education programs. These comprehensive programs have a long-lasting impact in reducing fatal and injury collisions. Under these programs, communities use available public and private assets to identify and attack significant traffic safety problems and other vehicle related crimes.

Traffic Records/Roadway Safety - These programs concentrate on the vehicle operating environment and are strongly influenced by enforcement, engineering, and utilizing relevant data generated by those activities to improve roadway safety and traffic records. OTS advocates efforts to automate traffic collision database systems and the ability to analyze and map high-collision locations. Grant-funded items include hardware, software, and expert services necessary to aid in the automation of manual processes, eliminate process duplication, and facilitate enhanced data gathering and data sharing.

Within the parameters of this grant, the goal of the Roseville Police Department (RPD) is to address two critical crash factors – excessive speed and impaired driving. For the period 2017-2019 (see detail below), the number of fatal and injury crashes was disappointingly consistent – averaging 1,000 victims per year. The number of injury collisions has dropped year by year.

2017- 1112
2018 – 978
2019 – 909

2020 – 699
2021 – 600
2022 – 606
2023 - 515

During the three-year period between 2020 and 2022, there were over 700 speed-related fatal and injury accidents in Roseville. RPD data shows that from 2020 and 2023 there were 1721 people injured in collisions. OTS traffic statistics validate the RPD data points.

In addition to speed, DUI is a leading cause of crashes in Roseville. RPD data shows that from 2017-2020 there were 150 victims killed or injured in alcohol-related crashes. Roseville attracts many people to its restaurants and bars after work hours. According to the California Department of Alcoholic Beverage Control, Roseville has 281 “active on-sale retail license establishments” (i.e., bars and restaurants). This can be a problem on roadways when people leave these establishments after having too much to drink. Nighttime crashes in Roseville, from the hours of 9pm - 3am, totaled more than 966 from 2021-2023.

In addition, the city’s proximity to Folsom State Park serves to compound the number of impaired drivers on Roseville roads. While alcohol is prohibited in the park, many drivers in the warm weather months, depart from the park on a major Roseville artery (Douglas Blvd.), after over consumption of alcohol.

Crashes due to speed and/or DUI are hazardous not only to the offender but to everyone in their path. This includes other drivers, motorcyclists, bicyclists, and pedestrians. It is also important to note that there may be an overlap in the reason a crash occur. For example, someone who is DUI may cause a hit-and-run crash. Targeting individuals that crash due to speed and/or DUI can serve to reduce crashes involving motorcyclists, bicyclists, and pedestrians.

The Grant Award will provide funding for the following purpose:

- Overtime to fund increased traffic safety enforcement: \$131,200
- Traffic safety equipment (LIDAR and DUI Checkpoint supplies): \$12,000
- Support traffic related training: \$6,800

Total Grant Award amount: \$150,000

FISCAL IMPACT

The recommended budget adjustment will establish and fund a new Non-Capital Project (FY24 Selective Traffic Enforcement Program – STEP) in the Grants Fund for a total amount of \$150,000. This budget adjustment will have no new impact on the City’s General Fund.

ENVIRONMENTAL REVIEW

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

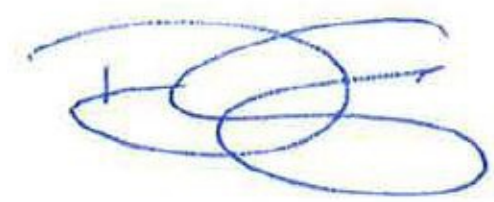
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-381

Grant Agreement

Ordinance 6884

RESOLUTION NO. 24-381

ACCEPTING A GRANT AWARD FROM
THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY,
SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)

WHEREAS, the City of Roseville Police Department was awarded \$150,000 in grant funds from the State of California Office of Traffic Safety as part of the Selective Traffic Enforcement Program (STEP).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville accepts the grant award from the State of California Office of Traffic Safety, and the City Manager or his designee is hereby authorized to execute any required documents.

BE IT FURTHER RESOLVED that as the grant recipient, the City of Roseville agrees to comply with all conditions and requirements related to the award.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO. 6884

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment for State of California Office of Traffic Safety, Selective Traffic Enforcement Program grant funds.

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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 8/22/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Mark Peinado / Management Analyst	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Mark Peinado / Management Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	Police Department		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	5080	84001	700070	131,200	Increase project labor budget for overtime
2270	5461	84001	700070	6,800	Increase training and development
2270	5395	84001	700070	12,000	Increase equipment under 5,000 for supplies
1001	5071	44060		98,400	Increase Traffic overtime budget
1001	5980	44060		(98,400)	Increase secondary labor budget for Traffic overtime
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				150,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4401	84001	700070	150,000	Increase project revenue budget for total amount of grant reimbursement
REVENUES/TRANSFERS IN TOTAL				150,000	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

This budget adjustment will establish and fund a new Non-Capital Project (700070 - FY24 Selective Traffic Enforcement Program - STEP) in the Grants Fund. The Roseville Police Department has been awarded funding from the Selective Traffic Enforcement Program (STEP), through the State of California Office of Traffic Safety to fund Officer overtime for traffic enforcement, education, and outreach related to traffic safety. This budget adjustment increases the revenue and expenditure budgets for project No. 700070 by the total grant award of \$150,000 and adjusts the Traffic labor budget for overtime and secondary labor. Due to the grant period crossing two fiscal years, the adjustment to the Traffic labor budget only reflects the estimated expenditure for FY2024-25 in the amount of \$98,400. The remaining \$32,800 will be budgeted during FY2025-26 budget development.



COUNCIL COMMUNICATION

CC #: 3618

File #: 0721 & 0201-01

Title: Dry Creek Greenway East Trail Phase 1 - Budget Adjustment

Contact: Suzanne Engelke 916-746-1289 sengelke@roseville.ca.us

Meeting Date: 11/6/2024

Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment in the amount of \$264,242 for the Dry Creek Greenway East Trail Phase 1 to reflect the increased Federal Congestion Mitigation Air Quality (CMAQ) award.

BACKGROUND

The Dry Creek Greenway East trail project is a paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the City limits at S. Cirby Way/Old Auburn Road. The project is identified as a proposed Class I bikeway in the City of Roseville General Plan and Bicycle Master Plan.

At the March 20, 2019 meeting, City Council voted to approve the Dry Creek Greenway East trail project. Phase 1 of the project will result in two (2) miles of Class I trail from the existing Saugstad Park Trail at Darling Way to the existing Maidu Park Trail at Rocky Ridge Drive, and includes the following improvements:

- Connection to the existing Saugstad Park Trail at Darling Way
- Widening and undercrossing of Darling Way
- One bridge crossing of Dry Creek and one bridge crossing of Cirby Creek at the confluence of Dry and Cirby Creeks
- Undercrossing of I-80
- Connection to Eastwood Park
- Undercrossing of, and connection to, Sunrise Avenue
- One bridge crossing of Linda Creek near the confluence of Linda and Cirby Creeks
- At-grade crossing of Oak Ridge Drive to connection with existing Sierra Gardens Trail
- At-grade connection to the west side of Rocky Ridge Drive and the street-side trail connection to Maidu Park
- Parking lot at the trailhead on Riverside Avenue

Phase 1 of the trail is in construction and is estimated to be completed next year. This \$264,242 CMAQ award increase, reallocated from a future underfunded trail extension, will be used to cover the additional minor environmental work needed once crews began work including supplemental

tree trimming and removal and additional fencing along the trail corridor.

FISCAL IMPACT

The recommended budget adjustment will increase federal grant revenue and project appropriations by \$264,242 in the Transportation Fund. The existing project budget is \$34,799,239 and the revised budget will be \$35,063,481. There is no impact to the General Fund.

ENVIRONMENTAL REVIEW

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

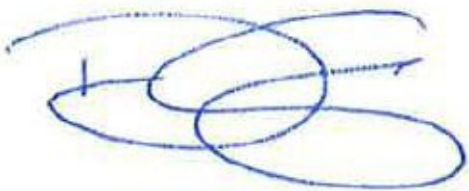
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal F - Invest in well-planned infrastructure and growth
Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Suzanne Engelke, Associate Transportation Planner

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6881

ORDINANCE NO. 6881

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment for the Dry Creek Greenway East Trail Phase 1 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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 8/29/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Suzanne Engelke, Associate Transportation Planner	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Suzanne Engelke, Associate Transportation Planner	ORDINANCE:	
DEPARTMENT/DIVISION:	PW/Alternative Transportation		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6520	6587	84001	400022	264,242	Increase project budget to match federal grant
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				264,242	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6520	4401	84001	400022	264,242	Increase federal grant award revenue
REVENUES/TRANSFERS IN TOTAL				264,242	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

This budget adjustment is needed to increase the budget for the Dry Creek Greenway East Trail Phase 1 project (#400022) in the Transportation Fund to reflect the updated federal Congestion Mitigation Air Quality (CMAQ) award (CML-5182(058)).

The existing project budget is \$34,799,239 and the revised budget will be \$35,063,481. There is no impact to the General Fund.



COUNCIL COMMUNICATION

CC #: 3607

File #: 0400-04-12-1

Title: Sierra Vista - Estia - Parcel Map

Contact: Robert Medina 916-774-5517 rmedina@roseville.ca.us

Meeting Date: 11/6/2024

Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the parcel map on file with the City Clerk and accept, on behalf of the public, the public easements offered thereon for dedication and accept, subject to improvement, Parcel A and the rights of way offered thereon for dedication; and approve the abandonment of the right of way and easements listed thereon.

BACKGROUND

The Development Services - Engineering Division has reviewed the subject parcel map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will be creating three parcels for future development and one open space parcel.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Council approval of the Sierra Vista – Estia Parcel Map is an action that is subject to CEQA. Project level CEQA compliance for the Sierra Vista – Estia Parcel Map project was accomplished with preparation of the 7th Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR Adopted: May 5, 2010, SCH No. 2008032115; Addendum approved March 24, 2022). Because the Sierra Vista – Estia Parcel Map is consistent with the project evaluated in the 7th Addendum to the Sierra Vista Specific Plan Environmental Impact Report, no new effects would be expected to occur and all applicable mitigation measures from the 7th Addendum to the Sierra Vista Specific Plan Environmental Impact Report will be implemented. As such, no additional CEQA action is required at this time.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Robert Medina, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Parcel Map

Vicinity Map

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS PARCEL MAP OF "SIERRA VISTA ESTIA" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL 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 BASELINE ROAD, LILY BEAN WAY, WATERLEAF 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) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO WATER AND SEWER PIPES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND AS SHOWN HEREON AND DESIGNATED "S.W.E." (SEWER AND WATER EASEMENT).
- (C) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND WATER PIPELINES TOGETHER WITH ANY AND ALL APPURTANCES THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "W.E." (WATERLINE EASEMENT).
- (D) PUBLIC EASEMENTS FOR PEDESTRIAN ACCESS ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "P.E." (PUBLIC EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS BASELINE ROAD, LILY BEAN WAY AND WATERLEAF WAY.
- (B) PARCEL A SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

TI INVESTORS OF ROSEVILLE HOLDING COMPANY LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: TOWNE REALTY, INC., A WISCONSIN CORPORATION, ITS MANAGER

BY: _____
NAME: WILLIAM A. WIGCHERS
TITLE: 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 _____ }
COUNTY OF _____ } SS
ON _____ BEFORE ME, _____

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: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

PARCEL MAP OF
SIERRA VISTA - ESTIA
SUBDIVISION No. PL21-0256

ALL OF THAT REAL PROPERTY AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED
OCTOBER 4, 2022, IN DOCUMENT NUMBER 2022-0075257, OFFICIAL RECORDS OF PLACER
COUNTY, PORTION OF SECTION 34 & 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

OCTOBER 2024

SHEET 1 OF 4

BENEFICIARY'S STATEMENT

ZILBER LTD., A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST DATED SEPTEMBER 19, 2023, AND RECORDED SEPTEMBER 21, 2023, IN DOC 2023-0050583 OFFICIAL RECORDS OF PLACER COUNTY, HEREBY CONSENTS TO THE FILING OF THIS MAP.

ZILBER LTD., A DELAWARE CORPORATION

BY: _____
NAME: WILLIAM A. WIGCHERS
TITLE: 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 _____ }
COUNTY OF _____ } SS
ON _____ BEFORE ME, _____

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: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

SURVEYOR'S STATEMENT

THIS PARCEL MAP OF "SIERRA VISTA ESTIA" 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 TOWNE DEVELOPMENT OF SACRAMENTO, IN OCTOBER 2022. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE PARCEL MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2025 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRIAN THIONNET, L.S. 6866

DATE: _____



CITY ENGINEER'S STATEMENT

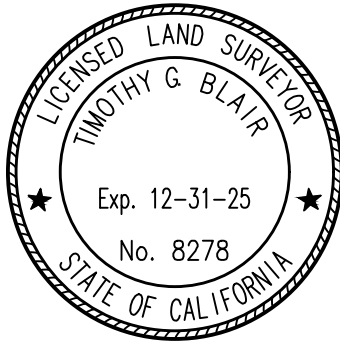
I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP OF "SIERRA VISTA ESTIA" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE PARCEL MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2026

I HEREBY STATE THAT I AM SATISFIED WITH THIS PARCEL MAP OF "SIERRA VISTA ESTIA" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2025



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE, HAS APPROVED THIS PARCEL MAP OF "SIERRA VISTA ESTIA", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION. AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, PARCEL A, ALL RIGHTS OF WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION, AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE RIGHT OF WAY AND EASEMENTS LISTED HEREON WITHIN NOTE 4 ON SHEET 2.

DATE: _____

RECORDED BY: _____

RECORDER'S STATEMENT

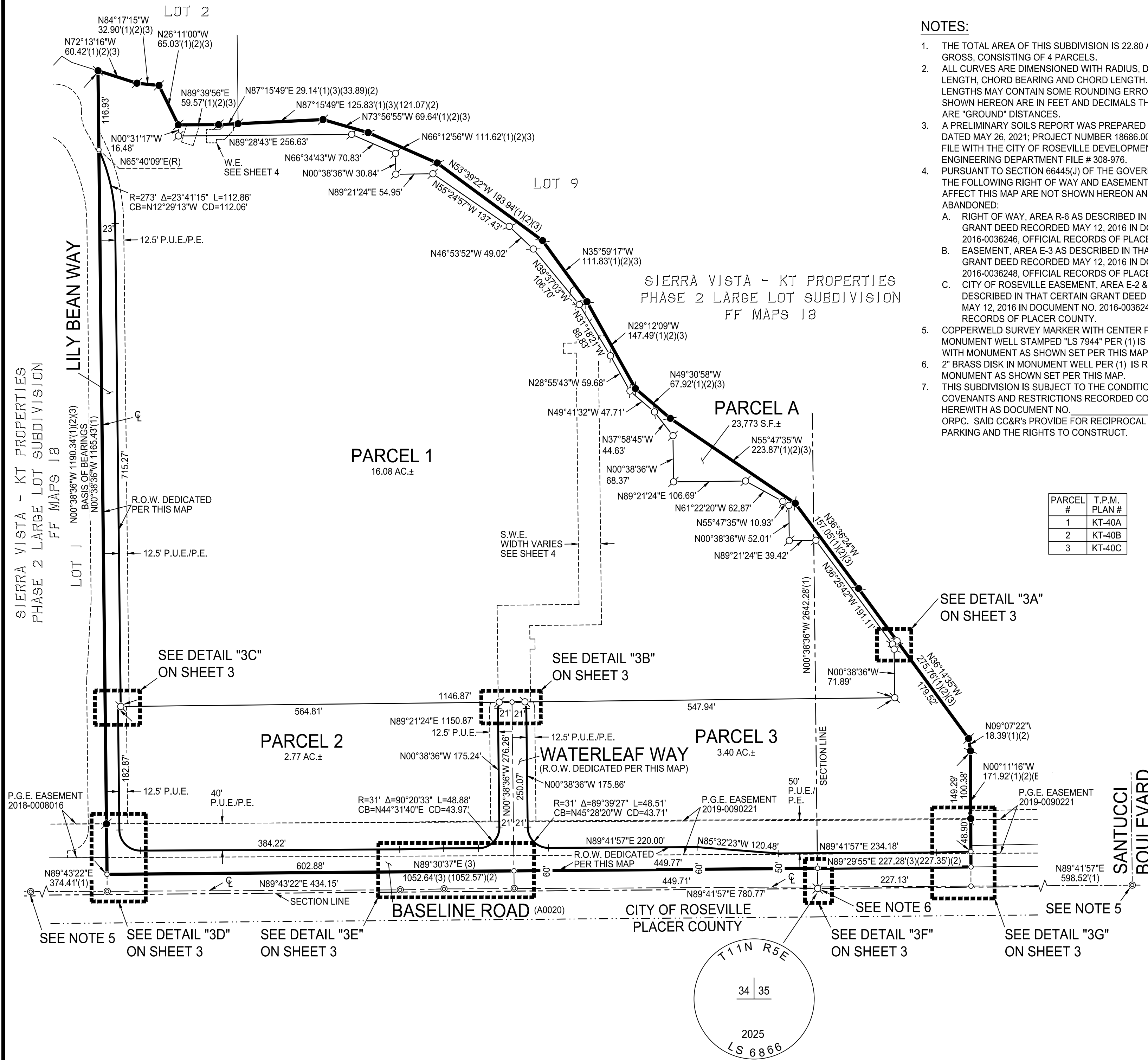
FILED THIS _____ DAY OF _____, 2024, AT _____ M. IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, STATE OF CALIFORNIA, AT THE REQUEST OF R.E.Y. ENGINEERS, INC.

RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____
DEPUTY

DOCUMENT NO.: _____

FEE: \$ _____



NOTES:

1. THE TOTAL AREA OF THIS SUBDIVISION IS 22.80 ACRES +/-, GROSS, CONSISTING OF 4 PARCELS.
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 ENGEQ INC. DATED MAY 26, 2021; PROJECT NUMBER 18686.000.001 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT - ENGINEERING DEPARTMENT FILE # 308-976.
4. PURSUANT TO SECTION 66445(J) OF THE GOVERNMENT CODE, THE FOLLOWING RIGHT OF WAY AND EASEMENTS THAT AFFECT THIS MAP ARE NOT SHOWN HEREON AND ARE HEREBY ABANDONED:
 - A. RIGHT OF WAY, AREA R-6 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED MAY 12, 2016 IN DOCUMENT NO. 2016-0036246, OFFICIAL RECORDS OF PLACER COUNTY.
 - B. EASEMENT, AREA E-3 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED MAY 12, 2016 IN DOCUMENT NO. 2016-0036248, OFFICIAL RECORDS OF PLACER COUNTY.
 - C. CITY OF ROSEVILLE EASEMENT, AREA E-2 & R-6 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED MAY 12, 2016 IN DOCUMENT NO. 2016-0036247, OFFICIAL RECORDS OF PLACER COUNTY.
5. COPPERWELD SURVEY MARKER WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" PER (1) IS REPLACED WITH MONUMENT AS SHOWN SET PER THIS MAP.
6. 2" BRASS DISK IN MONUMENT WELL PER (1) IS REPLACED WITH MONUMENT AS SHOWN SET PER THIS MAP.
7. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS RECORDED CONCURRENTLY HERewith AS DOCUMENT NO. _____
ORPC. SAID CC&R's PROVIDE FOR RECIPROCAL ACCESS, PARKING AND THE RIGHTS TO CONSTRUCT.

PARCEL #	T.P.M. PLAN #
1	KT-40A
2	KT-40B
3	KT-40C

BASIS OF BEARINGS:

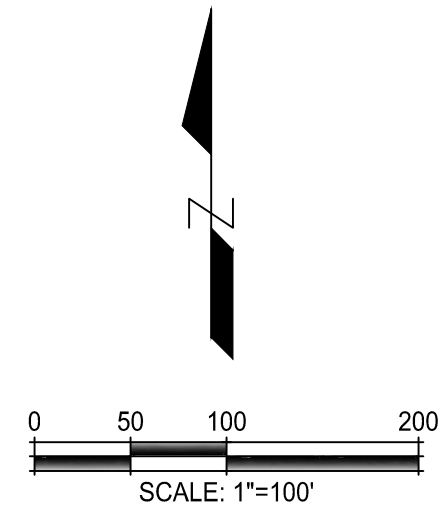
THE BEARING N00°38'36"W, AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE WEST BOUNDARY LINE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192" FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

LEGEND

-  SET 2" BRASS DISC ON COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED AS SHOWN(1)
 FOUND 5/8" REBAR WITH PLASTIC PLUG STAMPED "LS 7944"(1)
 FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"(1)
 SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 6866"
 SET 5/8"DIA. x 18"LENGTH REBAR WITH PLASTIC PLUG STAMPED "LS 6866"
 SET 2" BRASS DISK IN MONUMENT WELL STAMPED AS SHOWN HEREON
 DIMENSION POINT NOTHING FOUND OR SET
AC. ACRE
CL CENTER LINE
CB CHORD BEARING
CD CHORD DISTANCE
D.E. DRAINAGE EASEMENT
D.I.A. DIAMETER
I.O.D. IRREVOCABLE OFFER OF DEDICATION
(OA) OVERALL
P.E. PUBLIC EASEMENT
P.U.E. PUBLIC UTILITY EASEMENT
(R) RADIAL
R.O.W. RIGHT OF WAY
S.F. SQUARE FEET
S.W.E. SEWER AND WATER EASEMENT
T.P.M. TENTATIVE PARCEL MAP
W.E. WATERLINE EASEMENT
() DENOTES RECORD INFORMATION

REFERENCES:

- (1) FF MAPS 18
(2) 2022-0075257
(3) 22 R.S. 135



PARCEL MAP OF
SIERRA VISTA - ESTIA
SUBDIVISION No. PL21-0256

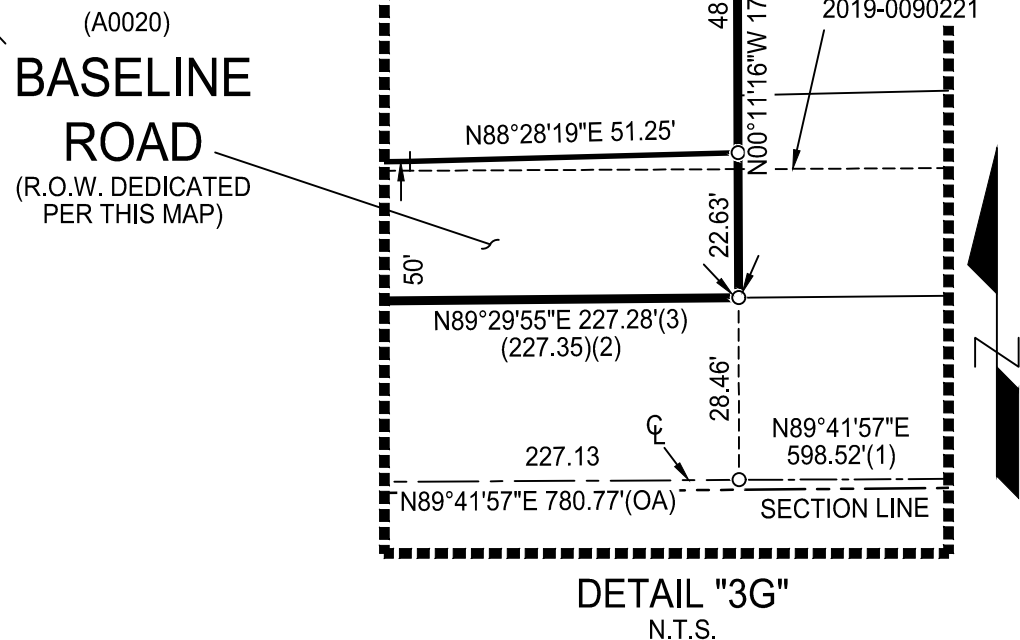
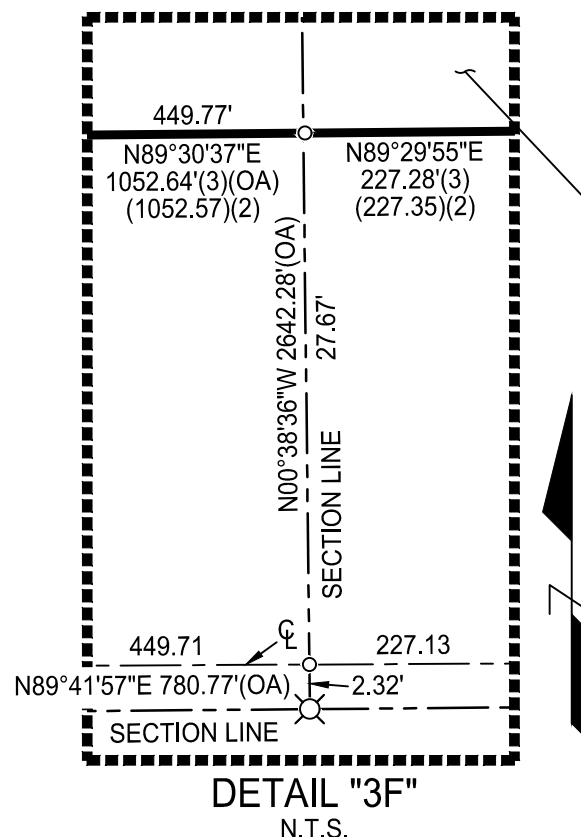
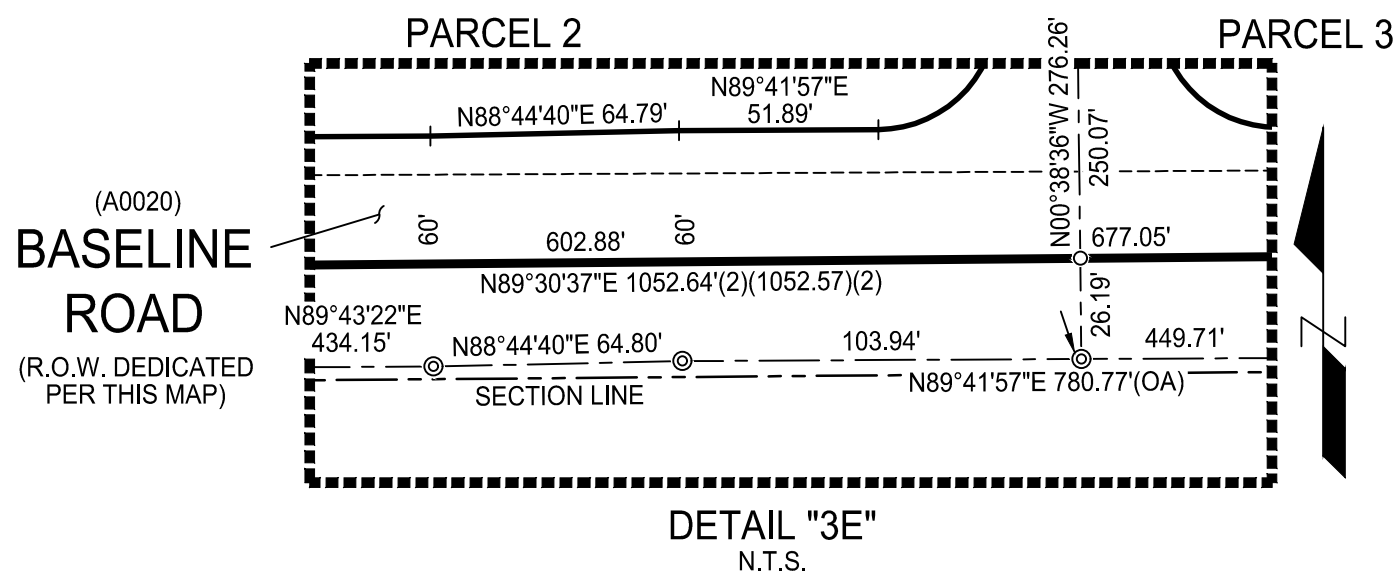
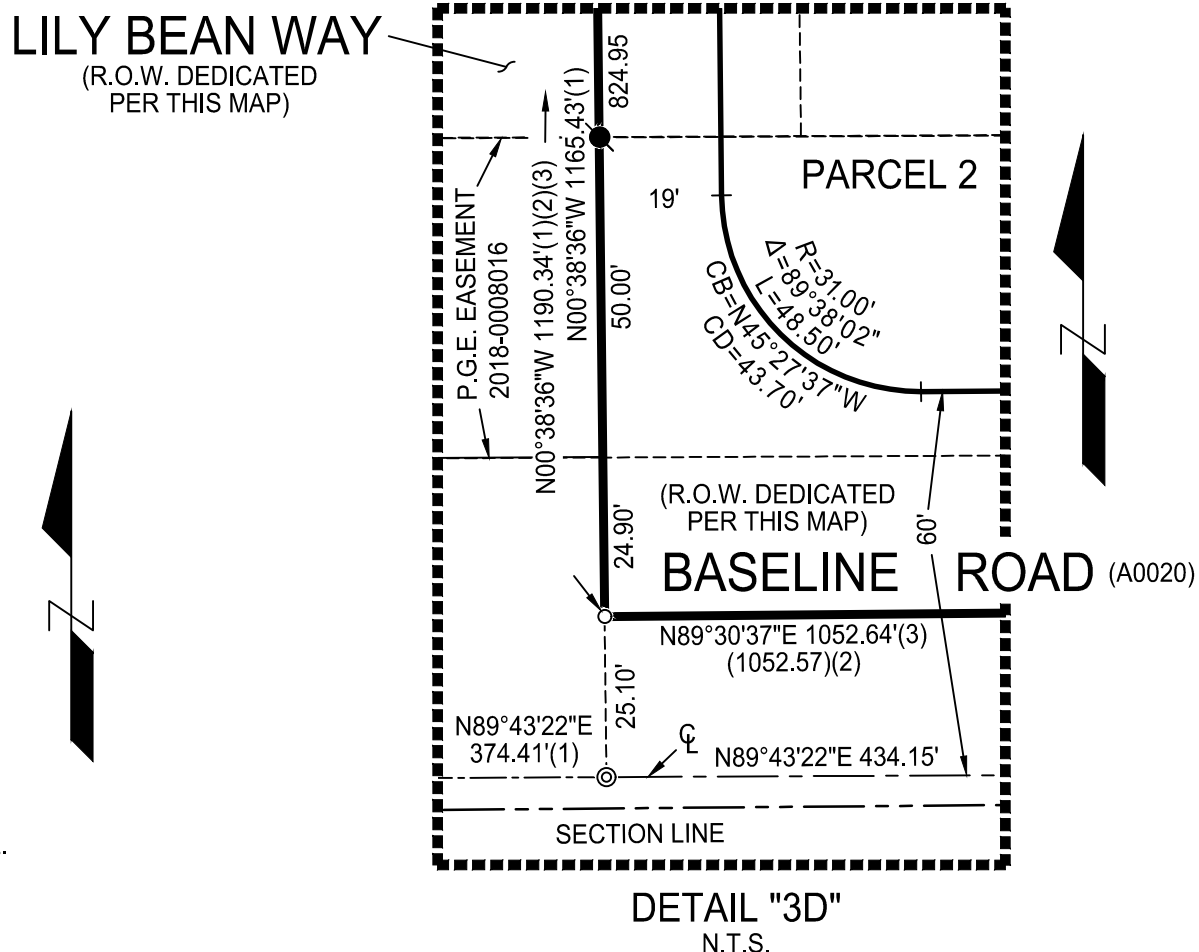
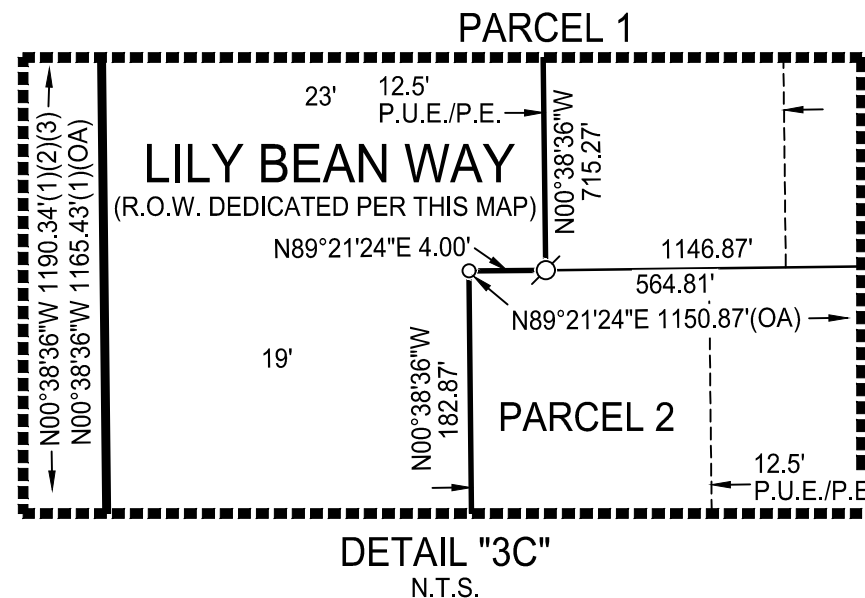
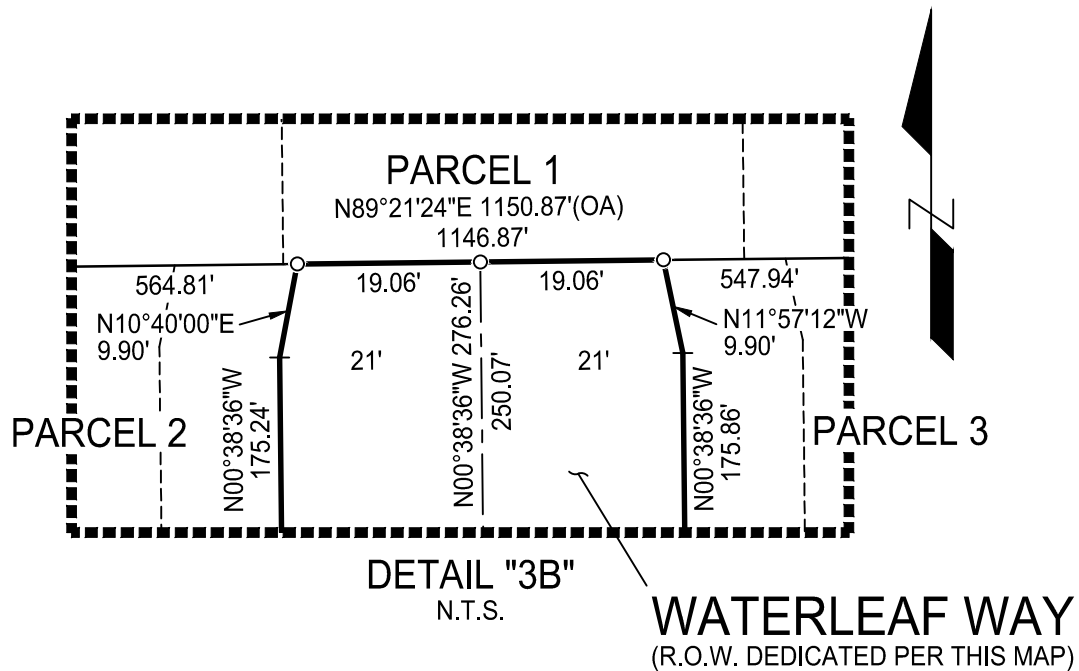
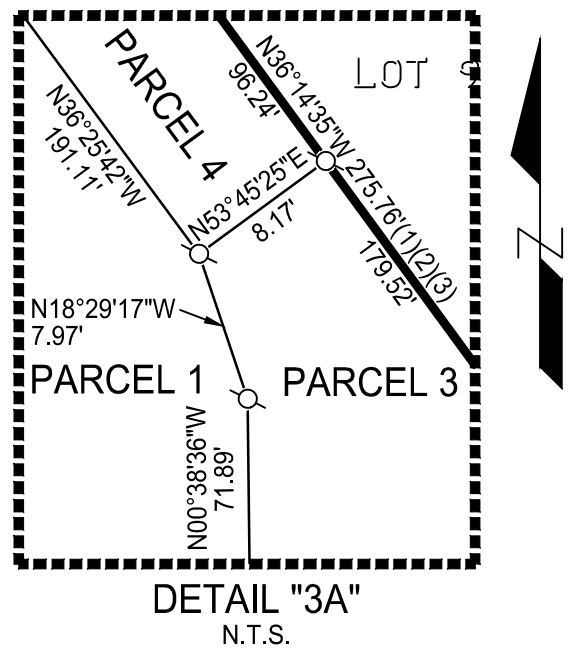
ALL OF THAT REAL PROPERTY AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED
OCTOBER 4, 2022, IN DOCUMENT NUMBER 2022-0075257, OFFICIAL RECORDS OF PLACER
COUNTY, PORTION OF SECTION 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT
DIABLO MERIDIAN.

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

OCTOBER 2024

SHEET 2 OF 4



PARCEL MAP OF
SIERRA VISTA - ESTIA
SUBDIVISION No. PL21-0256

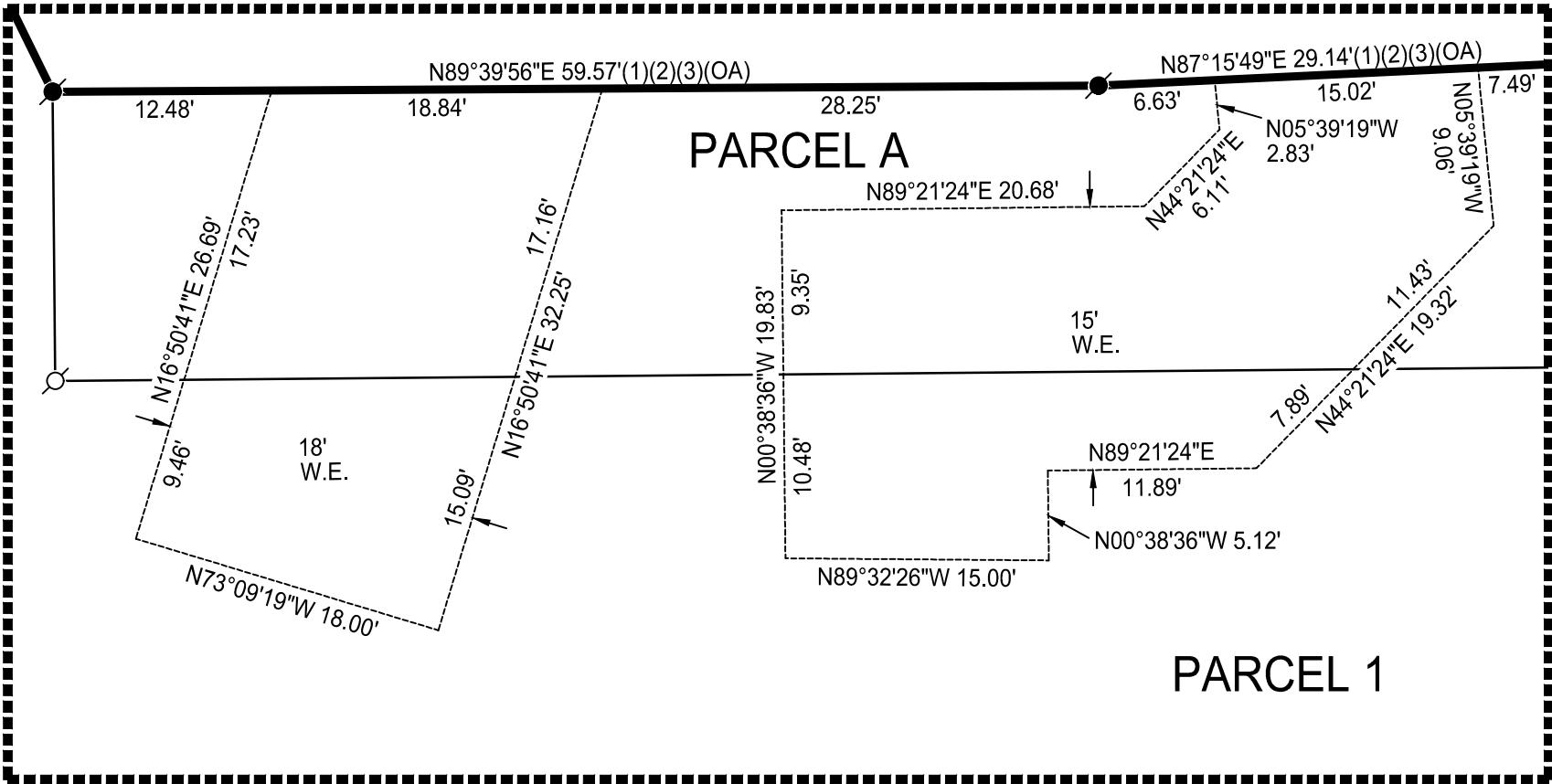
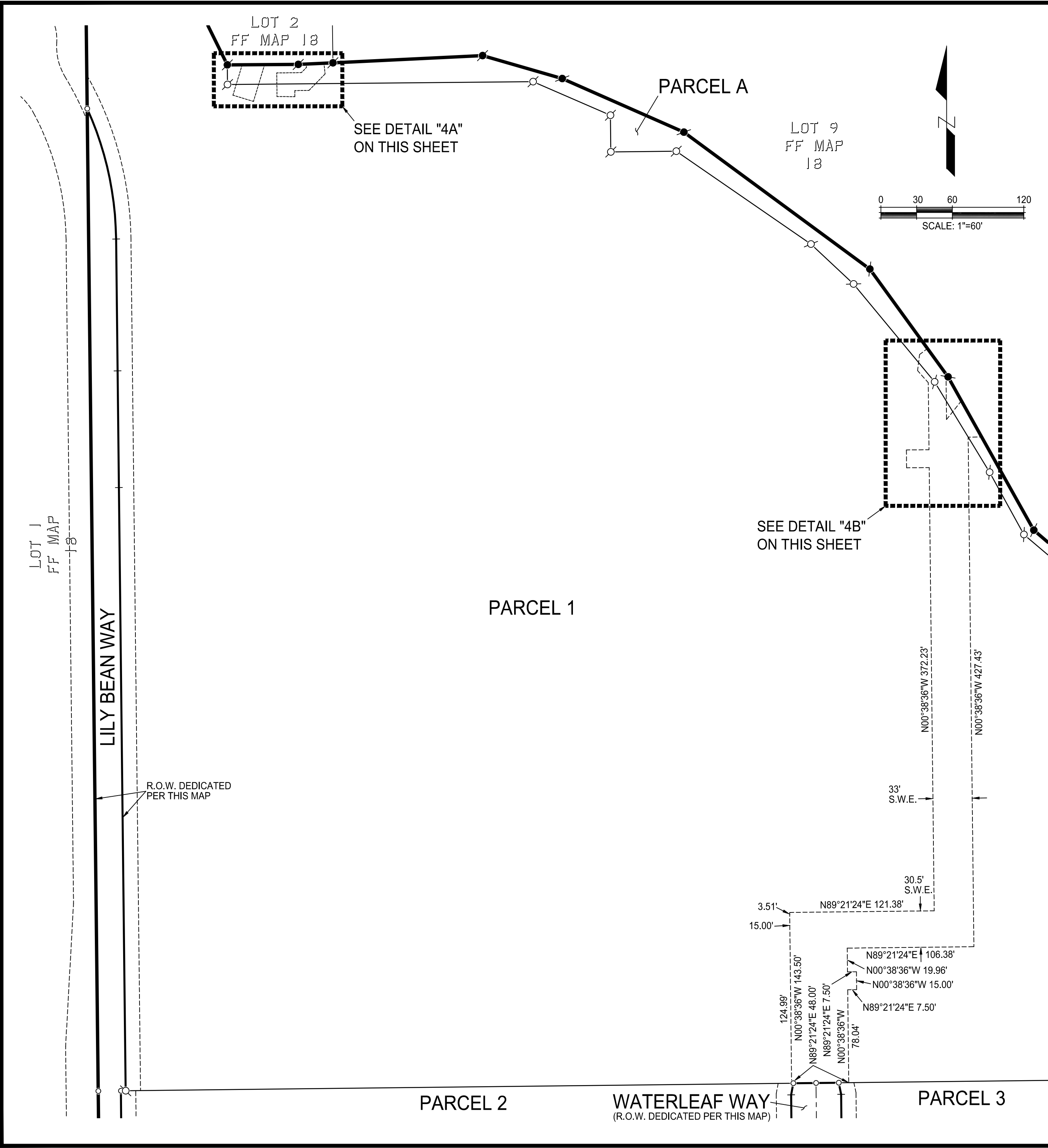
ALL OF THAT REAL PROPERTY AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED
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DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

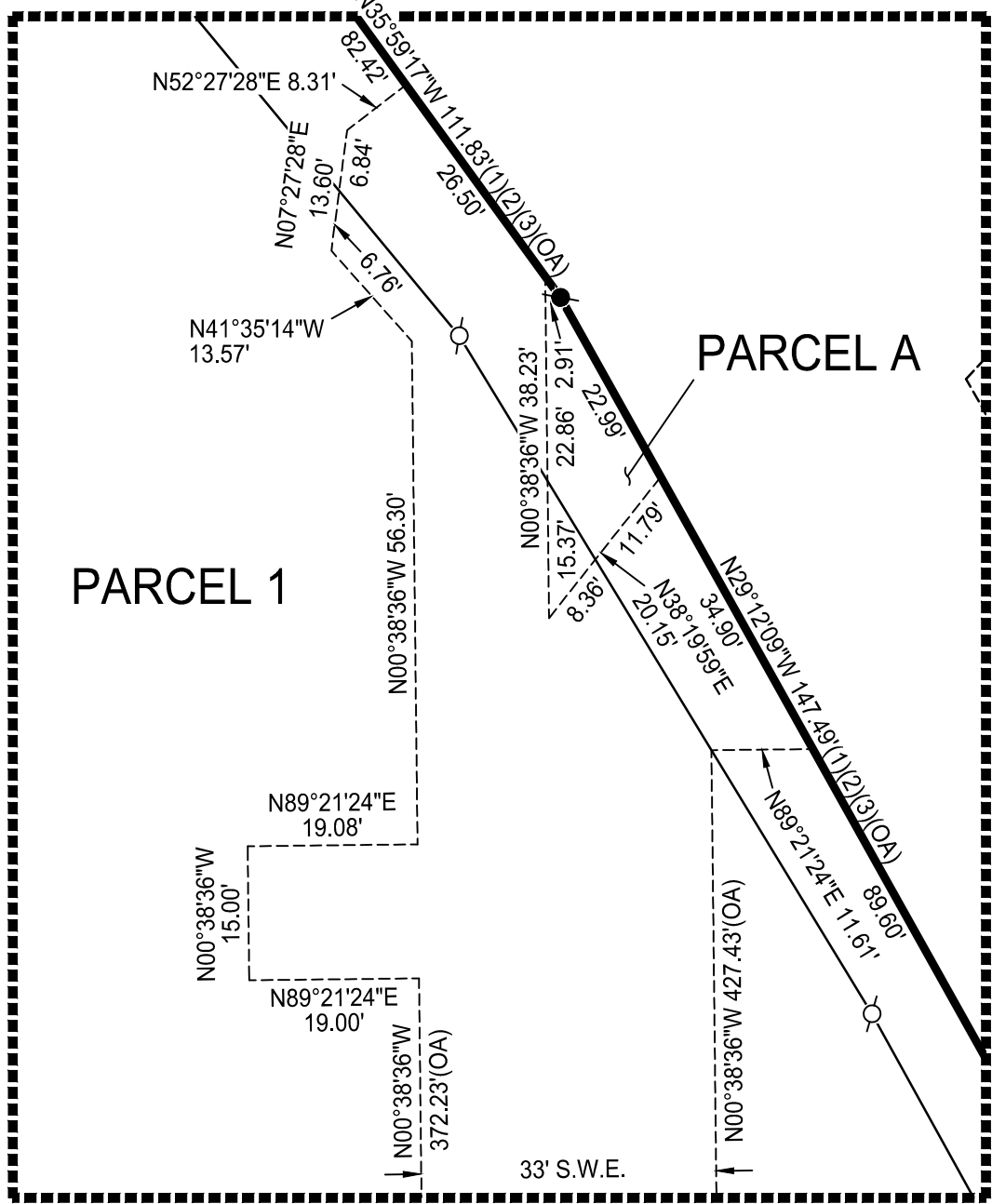
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OCTOBER 2024

SHEET 3 OF 4



DETAIL "4A"
N.T.S.



DETAIL "4B"
N.T.S.

PARCEL MAP OF
SIERRA VISTA - ESTIA
SUBDIVISION No. PL21-0256

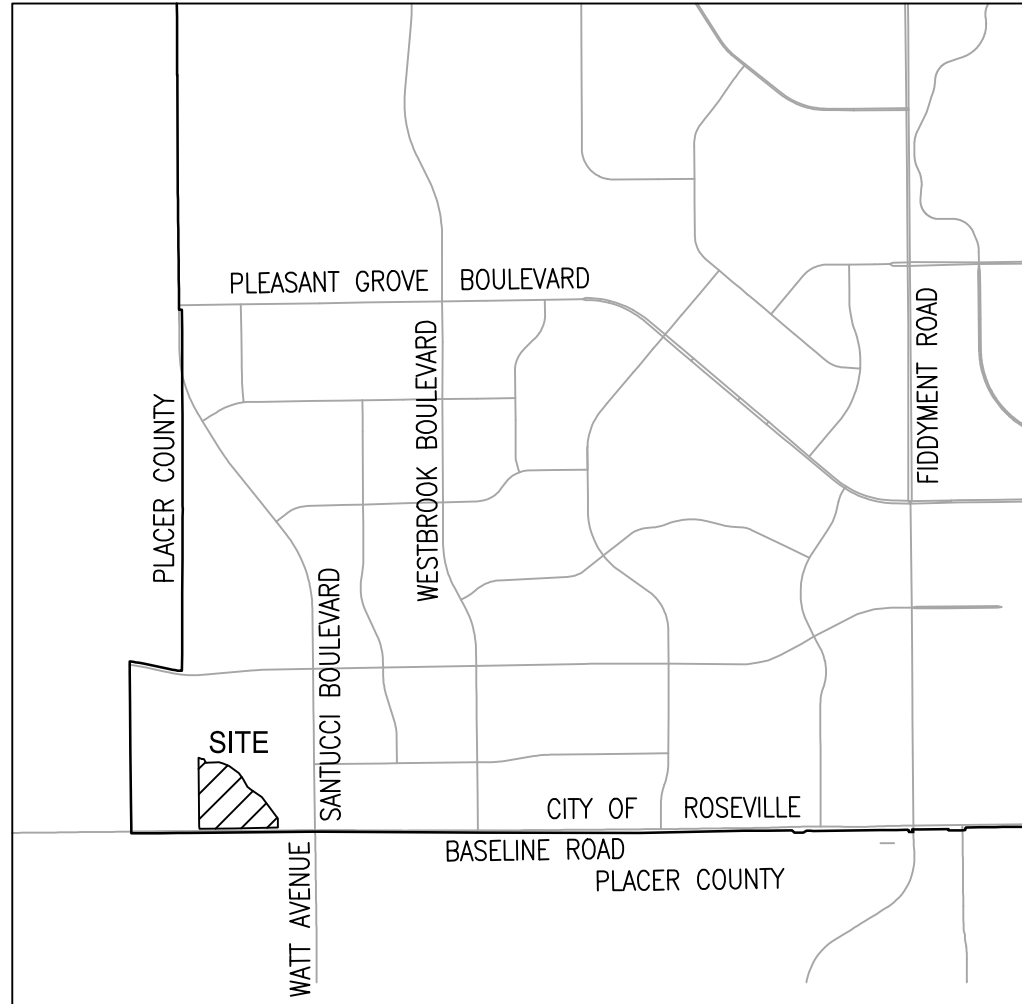
ALL OF THAT REAL PROPERTY AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED
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COUNTY, PORTION OF SECTION 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT
DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

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Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA, 95630
(916) 366-3040 Fax (916) 366-3303

OCTOBER 2024

SHEET 4 OF 4



VICINITY MAP



COUNCIL COMMUNICATION

CC #: 3629

File #: 0102-10

Title: Resolution - Lisa Hogan

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

Meeting Date: 11/6/2024

Item #: 7.21.

RECOMMENDATION TO COUNCIL

Commend Lisa Hogan for her 22 years of outstanding service and dedication to the City of Roseville, congratulate her on her many accomplishments, and wish her a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

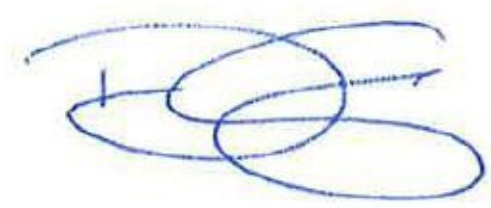
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a vertical stroke on the left side.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Lisa Hogan

Resolution

WHEREAS, Lisa Hogan began her career with the City of Roseville Parks, Recreation & Libraries Department in 2002 as an Assistant Child Care Site Coordinator, assigned to Cirby Adventure Club; and

WHEREAS, Lisa was promoted to Child Care Site Coordinator in 2004 to utilize her skills to assist with leading Cirby Adventure Club; and

WHEREAS, Lisa was assigned to Kaseberg Adventure Club in 2010 to spread her knowledge and desire to help more families; and

WHEREAS, Lisa helped to create and implement program standards to achieve safe and high quality year-round programming for school-age children; and

WHEREAS, Lisa has helped hundreds of families receive quality child care at an affordable cost thanks to her efforts to recruit and retain families in the City's CDE and CDSS funded programs; and

WHEREAS, Lisa has provided countless families in need, find and utilize social services, parenting classes and other important resources; and

WHEREAS, Lisa has played an important role in Adventure Club's efforts to provide distance learning support during the pandemic closure. Roseville families were thankful for her hard work and dedication during this unique and challenging time; and

WHEREAS, Lisa served as a mentor to dozens of staff so that they could obtain Child Development Permits; and

WHEREAS, Lisa always worked to create a family atmosphere for her staff and customers at her site; and

WHEREAS, Lisa is retiring after 22 years of faithful service to the citizens of Roseville, the City of Roseville, and the Parks, Recreation & Libraries Department and will be missed by her families, friends and coworkers.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **LISA HOGAN** be commended for her 22 years of outstanding service and dedication to the City of Roseville, congratulated on her many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED and APPROVED this 6th day of November 2024.



BRUCE HOUDSHELDT, MAYOR



COUNCIL COMMUNICATION

CC #: 3623
File #: 0102-10

Title: Resolution - Stephanie Taylor
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 7.22.

RECOMMENDATION TO COUNCIL

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

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Stephanie Taylor

Resolution

WHEREAS, Stephanie Taylor began her career with the City of Roseville Parks, Recreation & Libraries Department in 2004 as an Assistant Child Care Site Coordinator, assigned to Diamond Creek Adventure Club; and

WHEREAS, Stephanie was promoted to Child Care Site Coordinator in 2013 and assigned to Coyote Ridge Adventure Club; and

WHEREAS, Stephanie was assigned to open Fiddymment Farm Adventure Club in 2013, the 17th Adventure Club site; and

WHEREAS, Stephanie earned her Bachelor of Arts in Child Development; Early Care and Education while working at Adventure Club; and

WHEREAS, Stephanie was again promoted to Youth Development Program Coordinator in 2020 and assigned to Cirby and Woodbridge Adventure Club and ASES and CDSS programs; and

WHEREAS, Stephanie helped to create and implement program standards to achieve safe and high quality year-round programming for school-age children; and

WHEREAS, Stephanie played an important role in Adventure Club's efforts to provide distance learning support during the pandemic closure. Roseville families were thankful for her hard work and dedication during this unique and challenging time; and

WHEREAS, Stephanie always worked to create a fun atmosphere for her staff and customers at her site; and

WHEREAS, Stephanie is retiring after 18 years of faithful service to the citizens of Roseville, the City of Roseville, and the Parks, Recreation & Libraries Department and will be missed by her friends and coworkers.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **STEPHANIE TAYLOR** be commended for her 18 years of outstanding service and dedication to the City of Roseville, congratulated on her many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED and APPROVED this 6th day of November 2024.



BRUCE HOUDESHELDT, MAYOR



COUNCIL COMMUNICATION

CC #: 3625
File #: 0102-10

Title: Resolution - Natasha Martin
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 7.23.

RECOMMENDATION TO COUNCIL

Commend Natasha Martin for her 13 years of outstanding service and dedication to the City of Roseville, congratulate her on her many accomplishments, and wish her a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

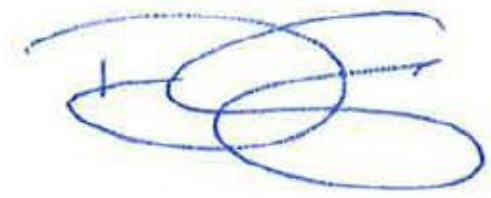
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a small vertical stroke on the left side.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Natasha Martin

Resolution

WHEREAS, Natasha Martin began her distinguished career with the City of Roseville as the City Librarian in the Parks, Recreation & Libraries Department on June 13, 2011; and

WHEREAS, Natasha revolutionized digital library services for Roseville residents by launching Mobile Toolboxes in 2012, which provided access to resources such as iPads, Chromebooks, and eReaders, then creating a Mac Lab in partnership with a local business; and

WHEREAS, Natasha successfully raised funds for the mobile library, lovingly known as Mollie, which combined transportation needs with the ability to provide technology resources and Wi-Fi at outreach events; and

WHEREAS, Natasha was an early adopter of technology in the City, implementing the open-source KOHA library system and being a regional leader with the installation of an automated materials handling system; and

WHEREAS, Natasha extended literacy services beyond library walls by introducing storytimes to Vernon Street Town Square, Adventure Clubs, Roseville Fountains, and HeadStart. She also partnered with Roseville Adult School to extend services to adult learners; and

WHEREAS, Natasha played a key role in building partnerships to promote library and museum services, working with local businesses; local non-profit organizations such as the Roseville Genealogy Society, Roseville Historical Society, Friends of the Roseville Public Library, Blue Line Arts; and Heyday, an independent press supporting California Indian history and cultural renewal; and

WHEREAS, Natasha's leadership was instrumental during the COVID-19 pandemic, providing tools and resources to support distance learning; and

WHEREAS, in recent years, Natasha raised the profile of cultural arts in Roseville through the installation of murals and a sculpture honoring veterans; and

WHEREAS, Natasha is retiring after more than 13 years of distinguished service to the City of Roseville, during which time Roseville's libraries saw significant growth and experienced much success.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **NATASHA MARTIN** be commended for her 13 years of outstanding service and dedication to the City of Roseville, congratulated on her many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED and APPROVED this 6th day of November 2024.



BRUCE HOUDSHELDT, MAYOR



COUNCIL COMMUNICATION

CC #: 3600

File #: 0102

Title: Council Discretionary Funds - Kaseberg Elementary
Contact: Heather Blanco 916-746-1171 hblanco@roseville.ca.us

Meeting Date: 11/6/2024

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Recommend that the City Council consider a donation in any amount from Council Discretionary Funds for Kaseberg Elementary School to celebrate and honor the huge accomplishment of achieving the 2024 National Blue Ribbon award which, in the over 40-year history of this award, only four schools in Placer County have earned this distinction. Kaseberg Elementary will honor this momentous occasion on November 22, 2024, with a celebratory event.

BACKGROUND

Kaseberg Elementary School is requesting a donation but did not specify an amount to help with expenses of an event to celebrate being recognized with the Blue Ribbon award. Kaseberg has never requested or received Council Discretionary Funds before. They received \$1,500 from their Parent Teacher Club to go towards decorations and a special recognition mural. In addition, the Kaseberg Leadership team is reaching out to outside organizations for support and donations for the event.

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. The City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000 of the annual earnings for the purpose of improving the quality of life in Roseville.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund. Annually, the Assistant City Manager/Chief Financial Officer allocates \$15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.040 in the Municipal Code and includes it in the annual budget along with the Citizens' Benefit Fund resources available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for Roseville residents and appropriated by the City

Council. The balance remaining in the Council's Discretionary Funds for FY2024-25 is \$14,821.

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

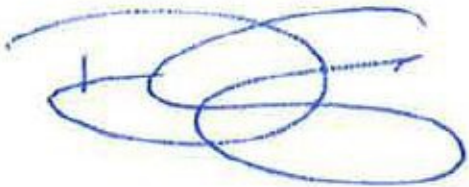
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Heather Blanco, Executive Assistant

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Kaseberg

Thank you so much for your consideration. The event is planned for November 22nd with our entire school site, our Superintendent, and our School Board.

Our PTC has set aside \$1,500 of our fundraising budget to go toward this event for decorations and a small mural that we plan to add to our campus to commemorate this award. Our PTC fundraising budget was approved in August before we knew we were receiving this award. Unfortunately, much of our fundraising funds have already been allocated to other schoolwide needs. Our Leadership Team, plans to reach out to outside organizations to see if we can get support and donations that way as well. Currently, 57% of our students come from disadvantaged homes and we want to make sure they get the celebration they deserve without having to ask parents to pay for the shirts. We would be grateful for any kind of support and thank you again for your consideration. It is greatly appreciated!

Melissa Duncan
Principal
Kaseberg Elementary
1040 Main Street
Roseville, CA 95678

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 City Council Members,

I am thrilled and honored to announce that Kaseberg Elementary, in the Roseville City School District, has been recognized as a **2024 National Blue Ribbon School!** This prestigious award celebrates schools that demonstrate outstanding academic performance and make significant progress in closing achievement gaps among diverse student groups. It is the highest honor a school can receive in the nation, reflecting the exceptional work we do for our incredible students.

In the over 40-year history of the National Blue Ribbon program, only four schools in Placer County have earned this distinction. We are proud to be the only Title 1 school in the county to receive this award and only the second in the Roseville City School District, following Eich Middle School 24 years ago.

In order to recognize this significant accomplishment, our staff and community are hoping to hold a school wide event to celebrate this momentous occasion. As a title 1 school site, we do not have discretionary funds that can be used to fund an event like this and our Parent Teacher Club has already allocated funds toward school improvement projects. We are graciously requesting the Roseville City Council to help fund this project for our school and students who have worked so hard to earn this prestigious award. Below is a budget of what the funds would go towards:

-
-
- \$3,600 National Blue Ribbon shirts for 300 students
-
-
-
- \$1,000 School signage to commemorate the award
-

Receiving the 2024 National Blue Ribbon award highlights our close-knit, community-focused environment, which prioritizes strong, positive relationships among students, staff, and families—essential for both academic success and the social-emotional well-being of our students. Our dedicated teachers and staff approach each day with a commitment to placing students' needs at the forefront of every decision. Together, we strive for excellence and embody the spirit of "Chasing Greatness" within the Kaseberg Hawk Community.

Thank You for taking the time to support our amazing Roseville community. Funding this special event would mean the world to our school community and would provide an opportunity for our students to be celebrated for the tremendous work and growth they have shown!

Sincerely,

Melissa Duncan

Kaseberg Principal

Melissa Duncan

Principal

Kaseberg Elementary

1040 Main Street

Roseville, CA 95678



COUNCIL COMMUNICATION

CC #: 3608
File #: 0102-16

Title: Council Discretionary Funds - Roseville Joint Union High School District
Contact: Heather Blanco 916-746-1171 hblanco@roseville.ca.us

Meeting Date: 11/6/2024
Item #: 8.2.

RECOMMENDATION TO COUNCIL

Recommend City Council consider a request for \$3,000 from Council Discretionary Funds for Roseville Joint Union High School District (RJUHSD) for the Local Scholarship Program. The district would use the funds to award \$1,000 each to three Class of 2025 students in May of 2025. The scholarship will be open to seniors in the RJUHSD who will be continuing their education at a 2- or 4-year college or trade school and either completed a Career Technical Education (CTE) pathway at their high school and/or worked as a city employee or intern.

BACKGROUND

Last year, RJUHSD was awarded \$3,000 from the discretionary fund to maintain this Local Scholarship Program. There were nearly 100 seniors that applied for this scholarship, and three students were awarded \$1,000 scholarships to go towards their higher education.

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. The City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000 of the annual earnings for the purpose of improving the quality of life in Roseville.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund. Annually, the Assistant City Manager/Chief Financial Officer allocates \$15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.040 in the Municipal Code and includes it in the annual budget along with the Citizens' Benefit Fund resources available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for Roseville residents and appropriated by the City Council. The balance remaining in the Council's Discretionary Funds for FY2024-25 is \$14,821.

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Heather Blanco, Executive Assistant

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

RJUHS Local Scholarship Program



October 2, 2024

Dear Roseville City Council,

I am writing to you today on behalf of the Roseville Joint Union High School District (RJUHSD) Local Scholarship Program committee and respectfully request an investment from the Roseville City Council discretionary funds to help fund student scholarships. The district is a non-profit government entity.

Last year, Roseville City Council voted to award our district \$3,000 from the discretionary fund to maintain this scholarship. We had nearly 100 seniors apply and we awarded 3 of them with a \$1,000 scholarship. These applicants all completed a Career Technical Education (CTE) pathway at their high school and/or worked as a city employee or intern.

The Roseville Joint Union High School District is requesting \$3,000 from the Roseville City Council discretionary funds to continue the scholarship this academic year (2024-2025). This scholarship would be open to seniors in the Roseville Joint Union High School district who will be continuing their education at a 2 or 4 year college or trade school and either completed a CTE pathway in high school and/or worked as a city employee or intern.

The district would use the funds in the following manner:

Date Awarded	Class	# of winners	Amount awarded to each winner	Total amount awarded
May 2025	2025	3	\$1,000	\$3,000

The RJUHSD Local Scholarship Program offers various scholarships to all seniors in our district. The scholarships available are from local families, businesses, organizations, and clubs. The class of 2024 was awarded **\$287,200** from our program through the generosity of our community. Approximately 83% of RJUHSD seniors attend either a 2 or 4 year college after high school and we strive to help alleviate the cost of attendance. The average student debt for a California college student at the time of graduation is \$37,810 (source: Education Data Initiative).

This program has grown immensely since 2016 (when scholarship awards totaled \$160,850). The district has worked with the Roseville Chamber of Commerce to send out an e-blast to their 4,000 members in hopes of attaining new scholarships from the City of Roseville businesses.

Additionally, we regularly reach out to our community in efforts to promote and grow the program.

Thank you greatly for your consideration and all the hard work the council provides to make the city of Roseville the best place to live. If you grant us these funds, we pledge to award well-deserving high school seniors a scholarship that will help alleviate some financial burden.

This is a great opportunity to invest in our future workers.

Respectfully,

A handwritten signature in black ink that reads "Janelle Lott". The script is cursive and fluid, with the first name "Janelle" and last name "Lott" clearly distinguishable.

*RJUHSD Local Scholarship Program Coordinator,
Communications & Marketing*

JLott@rjuhsd.us

(916) 771-6565 x4050



COUNCIL COMMUNICATION

CC #: 3599

File #: 0709

Title: 2024 Prohousing Incentive Pilot Program - Application for Funding

Contact: Sara Thornton-Garcia 916-774-5295 srthornton@roseville.ca.us

Meeting Date: 11/6/2024

Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager or his designee to execute the necessary application, standard agreement and relevant documents for the third round of Prohousing Incentive Pilot (PIP) grant funding from the State of California Housing and Community Development Department.

BACKGROUND

The Prohousing Designation Program was established by the State of California Housing and Community Development Department (HCD) in 2019 to help meet California's housing goals. The Prohousing Designation is given to cities that have sufficiently removed barriers to housing. The designation makes affordable housing projects more competitive for state and federal funding and could help accelerate the timeline for future projects. The Prohousing Incentive Pilot Program (PIP) complements the Prohousing Designation Program and is designed to encourage cities and counties to obtain the Prohousing Designation. The program is funded through Chapter 364, Statutes of 2017 (SB 2, Atkins), which established the Building Homes and Jobs Trust Fund. The PIP Program awards funds based on jurisdiction size and Prohousing Designation Program score. Eligible activities include predevelopment, development acquisition, rehabilitation and preservation of multifamily rental housing for low income households.

In August of 2024, HCD released a Notice of Funding Availability (NOFA) for approximately \$8 million in funds for jurisdictions that received a Prohousing Designation. To support continued development opportunity in Roseville, the Housing Division requests to apply for the third round of PIP funding. Based on HCD's formula the City is eligible to apply for a maximum of \$1,210,000. Should the City receive an award, the Housing Division will release a NOFA requesting applications specifically to address preservation of affordable housing projects.

Staff requests Council authorization to complete and submit an application for PIP funds (Attachment 1 - Draft PIP application). Application materials must be submitted no later than December 31, 2024. If the City is successful, staff will bring forward the necessary loan and regulatory agreement documents required for development of the projects for Council review and

consideration.

FISCAL IMPACT

PIP funding is provided as a reimbursable state grant to the City. These grants are used to offset potential costs to the General Fund, while serving the low-income community and supporting the development of affordable housing. The recommended action does not impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

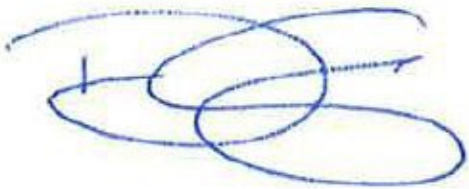
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal- Ensure a safe and Healthy Community

Respectfully Submitted,

Sara Thornton-Garcia, Housing Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-361

PIP application for funding

RESOLUTION NO. 23-361

AUTHORIZING APPLICATION FOR, AND RECEIPT OF,
PROHOUSING INCENTIVE PILOT PROGRAM FUNDS

WHEREAS, the Prohousing Designation Program was established by the State of California Housing and Community Development Department (HCD) in 2019 to help meet California's housing goals and is given to cities that have sufficiently removed barriers to housing; and

WHEREAS, the Prohousing Incentive Pilot Program (PIP) complements the Prohousing Designation Program and is designed to encourage cities and counties to obtain the Prohousing Designation; and

WHEREAS, in August of 2024, HCD released a Notice of Funding Availability (NOFA) for approximately \$8 million in funds for jurisdictions that received a Prohousing Designation; and

WHEREAS, based on HCD's formula the City is eligible to apply for a maximum of \$1,210,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville ("Applicant") resolves as follows:

SECTION 1. The City Manager is hereby authorized and directed to submit an Application to the Department in response to the NOFA, and to apply for the PIP grant funds in a total amount not to exceed \$1,210,000; and

SECTION 2. In connection with the PIP grant, if the Application is approved by the Department, the City Manager of the City of Roseville is authorized and directed to enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$1,210,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PIP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the Guidelines, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the Guidelines and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

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

Prohousing Incentive Program (PIP)

2024 Application for Local Governments



**State of California
Governor, Gavin Newsom**

**Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development**

**Megan Kirkeby, Deputy Director
Division of Housing Policy Development**

Final Filing Date: December 31, 2024
651 Bannan Street, Suite 400 Sacramento, CA 95811

Website: <https://www.hcd.ca.gov/grants-and-funding/programs-active/prohousing-incentive-program>

Email: ProhousingIncentive@hcd.ca.gov

Prohousing Incentive Program (PIP) Application Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized under the provisions pursuant to Health and Safety Code Section 50470(2)(C)(i). PIP is designed to encourage cities and counties to achieve Prohousing Designation. Please refer to the PIP Guidelines and August 2024 Notice of Funding Availability (NOFA) for detailed information on eligible uses and awards. If you have questions regarding this application or the PIP Program, email ProhousingIncentive@hcd.ca.gov.

If approved for funding, the PIP application is incorporated as part of your Standard Agreement with the Department. To be considered for funding, all sections of this application, including attachments if required, must be complete and accurate.

Threshold Requirements

In order to be considered for funding, all applicants must submit a complete, signed application to ProhousingIncentive@hcd.ca.gov by December 31, 2024. Pursuant to Section 202 of the PIP Guidelines, all applicants must meet the following threshold requirements to be eligible for funding:

X	An adopted housing element in substantial compliance, as determined by the Department, pursuant to Housing Element Law (Article 10.6 of Gov. Code) in accordance with Government Code section 65585, subdivision (h).
X	Housing Element Annual Progress Report submittal pursuant to Government Code Section 65400 for the current or prior year, as applicable.
X	Prohousing Designation: An awarded or completed Prohousing Designation Application with an authorizing resolution must be submitted prior to or in conjunction with the Applicant's PIP Application. PIP Awards cannot be made until a Prohousing Designation is awarded.
X	A complete application as determined by the Department.
X	An authorizing resolution authorizing submittal of the application to the Program that materially comports with the Program's requirements and is legally sufficient as determined in the Department's reasonable discretion, including an authorized representative. See Attachment B of the PIP Guidelines for required resolution format.
X	Compliance with state and federal housing laws as determined by the sole discretion of HCD.

Demonstration of meeting threshold criteria shall be determined by the Department in its sole and absolute discretion. No documentation of meeting threshold requirements is required in the application unless requested by the Department.

Applicant Information

Applicant	City of Roseville		
Applicant Agency Type	Local Government		
Mailing Address	311 Vernon St.		
City	Roseville	Zip Code	95678
County	Placer		
Website	www.roseville.ca.us		
TIN	94-6000409		
Authorized Representative Name	Dominick Casey		
Authorized Representative Title	City Manager		
Phone	(916) 774-5288	Fax	(916) 786-9175
Email	dcasey@roseville.ca.us		
Contact Person Name	Sara Thornton-Garcia		
Contact Person Title	Housing Analyst		
Phone	(916) 774-5295	Fax	(916) 746-1295
Email	srthornton@roseville.ca.us		

As the official designated by the governing body (authorized representative above and in resolution), I hereby certify that, if approved by HCD for funding through PIP, the applicant assumes the responsibilities specified in the NOFA and certifies that the information, statements, and other contents contained in this application are true and correct.

Signature		Date	
Name	Dominick Casey	Title	City Manager

Award Amount

Click the dropdown menu to choose a jurisdiction. The geographic category and base award will auto-populate. If the jurisdiction has obtained Prohousing Designation at the time of PIP application submittal, enter in the Prohousing Designation applicant score. Population projections are based on the Department of Finance E-1 January 1, 2024 estimates.
<https://dof.ca.gov/Forecasting/Demographics/estimates-e1/>

Jurisdiction Name	Roseville	Eligible Base Award	\$ 750,000
Geographic Category	Sacramento Area	Bonus Award Amount:	\$ 460,000
Prohousing Designation Application Score	46	Total Award	\$ 1,210,000

Eligible Uses

Eligible Applicants must use award funds towards any planning or implementation activities related to housing and community development including, but not limited to, any eligible uses pursuant to Health and Safety Code section 50470(b)(2)(D), as described below. Please indicate which of the following the applicant will use award funds toward:

X	(i) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low, very low, low-, and moderate-income households, including necessary operating subsidies.
	(ii) Affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120 percent of area median income, or 150 percent of area median income in high-cost areas.
	(iii) Matching portions of funds placed into local or regional housing trust funds.
	(iv) Matching portions of funds available through the Low and Moderate Income Housing Asset Fund pursuant to subdivision (d) of Section 34176 of the Health and Safety Code.
	(v) Capitalized reserves for services connected to the creation of new permanent supportive housing, including, but not limited to, developments funded through the Veterans Housing and Homelessness Prevention Bond Act of 2014.
	(vi) Assisting persons who are experiencing or at risk of homelessness, including providing rapid rehousing, rental assistance, navigation centers, emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
	(vii) Accessibility modifications.
	(viii) Efforts to acquire and rehabilitate foreclosed or vacant homes.
	(ix) Homeownership opportunities, including, but not limited to, downpayment assistance.
	(x) Fiscal incentives or matching funds to local agencies that approve new housing for extremely low, very low, low-, and moderate-income households.

Summary of Proposed Activities

[illegible]



COUNCIL COMMUNICATION

CC #: 3603

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

Title: Homeless Prevention and Rapid Rehousing Services - Grant Agreement and Budget Adjustment

Contact: Trisha Isom 916-746-1239 tisom@roseville.ca.us
Melissa Anguiano 916-774-5284 mvanguiano@roseville.ca.us

Meeting Date: 11/6/2024

Item #: 10.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a resolution to approve and authorize the City Manager to execute a grant agreement between the City of Roseville and Volunteers of America (VOA) in the amount of \$150,000 for continued Homeless Prevention and Rapid Rehousing services, and
2. Adopt an ordinance to approve a budget adjustment to increase the Grants expenditure budget in the Federal Stimulus Reserve – American Rescue Plan Act (ARPA) fund by \$150,000 for the VOA grant agreement for continued Homeless Prevention and Rapid Rehousing services.

BACKGROUND

The goals of Roseville's Homeless Prevention and Rapid Rehousing (HPRR) grant program are to provide temporary assistance to prevent an individual or family from losing permanent housing and to provide temporary assistance to homeless individuals and families in obtaining permanent housing. The HPRR program has become a valuable source of funds for non-profits that assist our most vulnerable populations.

In February 2024, Volunteers of America (VOA) submitted a grant request in the amount of \$150,000 through the HPRR grant program to manage five emergency shelter units for homeless families at VOA's Home Start facility. As with most grant programs, funds are oversubscribed, and the Housing Division was only able to recommend half of VOA's grant request. In May 2024, City Council approved the FY24/25 HPRR funding allocations which included a grant to VOA in the amount of \$75,000.

VOA's Home Start facility is the only location in Roseville that offers permanent shelter for families. Home Start offers families access to their own furnished apartment unit which provides a

stabilizing environment for both children and parents. Having a stable shelter setting allows VOA staff to work with these families from the shelter to facilitate family stabilization. VOA staff also provides case management for the families residing in the units, conducts Ready-to-Rent classes and assists in locating and securing stable income and appropriate permanent housing. The City of Roseville understands the value of these five shelter units and the case management that VOA provides.

Based on a partial HPRR grant award, funding to operate both shelter and case management for the five emergency units will be expended by December 24, 2024. Understanding the value these five shelter units and case management provide, staff is recommending Council approve an agreement and budget adjustment to grant \$150,000 from the Federal Stimulus Reserve – American Rescue Plan Act (ARPA) fund to support VOA's extension of these emergency units through December 31, 2026.

FISCAL IMPACT

Funding for the proposed initiative will come from the City's allocation of ARPA funding in the Federal Stimulus Reserve - ARPA Fund. This program significantly reduces instances and durations of homelessness in Roseville and indirectly reduces costs associated with addressing homelessness to the City and community as a whole. ARPA funds must be spent by December 31, 2026. The recommended action does not result in any costs to the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of the ARPA grant agreement does not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Trisha Isom, Housing Manager

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-364

ARPA Grant Agreement

Ordinance 6883

RESOLUTION NO. 24-364

APPROVING A GRANT AGREEMENT FOR HOMELESS PREVENTION AND RAPID
REHOUSING SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND
VOLUNTEERS OF AMERICA NORTHERN CALIFORNIA AND NORTHERN NEVADA,
INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Grant Agreement for Homeless Prevention and Rapid Rehousing Services,
by and between the City of Roseville and Volunteers of America Northern California and
Northern Nevada, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said Grant 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
_____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Grant Agreement”), is made and effective this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation (“CITY”), and Volunteers of America Northern California and Northern Nevada, Inc., a California non-profit corporation (“GRANTEE”).

W I T N E S S E T H:

WHEREAS, CITY administers grants payable from the various funds pursuant to the Roseville Municipal Code, City Council direction, and applicable funding cycle materials;

WHEREAS, City Council granted a portion of CITY’s American Rescue Plan Act (ARPA) funds to the Grants Advisory Commission (GAC) for distribution to the Roseville community over the next three fiscal years, with a portion of those funds to be disturbed through an expedited special grant cycle for the first of those three years, and GRANTEE has applied for an ARPA GAC grant; and

WHEREAS, the grant application is attached as Exhibit “A” to this Agreement and is incorporated herein by this reference; and

WHEREAS, the City Council has received and considered the advice of its Grants Advisory Commission relative to the awarding of this grant.

NOW, THEREFORE, the parties agree as follows:

1. Grant. CITY hereby authorizes a grant to GRANTEE in the amount of one hundred fifty thousand dollars (\$150,000). The grant will be disbursed in one lump sum on or

after October 17, 2024, for shelter operations for the period of July 1, 2024 and December 31, 2026.

2. Terms of Agreement Prevail. GRANTEE shall comply with all the terms and conditions of the Grant Application, applicable Funding Guidelines and grant cycle materials, and this Grant Agreement. In the event of any discrepancy between the terms of this Grant Agreement and those of the Grant Application, the terms of this Grant Agreement shall prevail.

3. Funds to be Expended During Current Fiscal Year. All funds received by GRANTEE under this Agreement shall be spent prior to December 31, 2026. All funds not spent within this time period shall be returned to CITY within thirty (30) calendar days after the conclusion of said time period.

No other fund of CITY, including without limitation its general fund, shall be liable for any payment or liability under this Grant Agreement, nor is the taxing power of CITY pledged in any manner.

4. Grantee as Independent Entity. GRANTEE and the agents, volunteers, or employees of GRANTEE in performance of this Grant Agreement shall act in an independent capacity and not as officers, employees or agents of CITY.

5. City's Right to Terminate. CITY may terminate this Grant Agreement at any time and be relieved of the payment of any consideration to the GRANTEE should GRANTEE fail to perform the covenants herein contained in the manner herein provided.

6. No Assignment. This Grant Agreement is not assignable by GRANTEE either in whole or part.

7. Time is of the Essence. Time is of the essence of this Grant Agreement.

8. All Terms to be in Writing. No alteration or variation of the terms of this Grant

Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties hereto.

9. Yearend Grant Report. GRANTEE shall complete and provide to CITY the required yearend report for the grant and corresponding activity being funded. The report shall be submitted by January 31, 2027. Failure to submit the report shall disqualify consideration of GRANTEE for the funding cycle application immediately following the required submittal date of the report.

10. Generally Accepted Accounting Principles. GRANTEE agrees to establish and maintain fiscal controls and accounting procedures in accordance with generally accepted accounting principles as required by the Finance Director of CITY.

GRANTEE agrees to keep records and fully disclose the amount, date, purpose, payee and disposition of the proceeds of the grant; the total cost of the program for which the grant is awarded; and the amount and disposition of that portion of the total cost provided by other sources. The procedure developed by GRANTEE must provide for accurate and timely recordation of the receipt of funds, expenditures, and unexpended balances.

11. Allowability of Expenditures. GRANTEE shall accurately document each transaction to permit the determination, through an audit if requested by CITY, of the accuracy of the records and the allowability of expenditures charged to grant funds. If the allowability of an expenditure cannot be determined because records or documentation are inadequate, the questionable expenditure shall be disallowed. In such case, GRANTEE shall reimburse CITY the amount of any disallowed expenditure. Determination by CITY of the allowability of any expenditure shall be final except in instances of fraud, mistake, or arbitrariness.

12. Maintenance of Records. GRANTEE agrees to maintain fiscal records, including invoices and receipts for a period of three (3) years after termination or expiration of this Grant Agreement and to permit CITY to inspect those records.

13. Audit. CITY may at any time require an audit of GRANTEE's financial and program records.

14. Unlawful Discrimination Prohibited. During the performance of this Grant Agreement, GRANTEE shall not deny this Grant Agreement's benefits to any person on the basis of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender, gender identity, gender expression, genetic information, marital status, political affiliation, military status, veteran status, family care leave status, pregnancy, physical or mental disability, medical condition, or any other legally protected status (collectively "protected status") nor discriminate unlawfully against any employee or applicant for employment because of any legally protected status or basis. GRANTEE shall ensure that the evaluation and treatment of all employees and applicants for employment are free of such discrimination.

15. Fair Employment. GRANTEE shall comply with the provision of the Fair Employment and Housing Act (Government Code § 12900, et seq.), the regulations promulgated thereunder (2 CCR § 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (§ 11135-11139.5) and the regulations or standards adopted by the State to implement such article.

GRANTEE shall give advice of its obligation under this Grant Agreement to labor organizations or contractors with which it has a collective bargaining or other agreements. GRANTEE shall include nondiscrimination compliance provisions similar to those of the Grant Agreement in all subcontracts to perform work under this Grant Agreement.

16. Indemnification. To the fullest extent allowed by law, GRANTEE 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, fiscal or other 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 GRANTEE's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Grant 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. GRANTEE's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Grant Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Grant Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Grant Agreement. The duty of GRANTEE to defend, indemnify, save and hold harmless includes the duties to defend as set forth in Civil Code § 2778.

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

GRANTEE waives any and all rights to any types of expressed or implied indemnity against CITY, its officers and employees. GRANTEE warrants that it is fully aware of and expressly waives the protection of Civil Code § 1542.

17. Insurance. If the activity funded by this Grant Agreement includes construction/rehabilitation work, during the term of this Agreement, GRANTEE and/or its

contractors and/or construction agents shall maintain in full force and effect the following policies of insurance:

COVERAGE

LIMITS OF LIABILITY

Workers Compensation

Statutory

Commercial General Liability

\$2,000,000 per occurrence
\$3,000,000 aggregate
Personal Injury:
\$2,000,000 each occurrence
\$3,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

a. Form. GRANTEE shall, if requested, submit a certificate evidencing such coverage for the period covered by this Grant 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. GRANTEE 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. Such insurance shall specifically cover the contractual liability of GRANTEE. The additional insured coverage under the GRANTEE'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 Grant Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

d. Umbrella/Excess Insurance. The limits of insurance required in this Grant 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. GRANTEE agrees to include in its contracts with all subcontractors the same requirements and provisions of this Grant Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, GRANTEE shall require its subcontractors to agree to be bound to GRANTEE and CITY in the same manner and to the same extent as GRANTEE is bound to CITY under this Grant Agreement. Additionally, GRANTEE 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. GRANTEE hereby agrees to waive subrogation which any insurer of GRANTEE may acquire from GRANTEE 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 GRANTEE, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve GRANTEE 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 Grant Agreement or law.

18. Termination by CITY. CITY may terminate this Grant Agreement in whole or part upon ten (10) calendar days' prior written notice to GRANTEE for any of the following reasons:

- a. GRANTEE fails to proceed for whatever reason with the program or project in the manner set forth in this Grant Agreement.
- b. CITY deems this Grant Agreement is not satisfactorily being performed.
- c. If any portion of this Grant Agreement is assigned without prior written approval of CITY.
- d. CITY determines that termination is in the public's best interest.

19. No Waiver of Breach. No waiver of any breach of this Grant Agreement by CITY shall be held to be a waiver of any other or subsequent breach.

20. Attorney Fees; Venue; Governing Law. In any action arising out of this Grant Agreement, the prevailing party shall recover its reasonable attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Prevailing Wages. If the activity funded by this Grant Agreement includes construction/rehabilitation, GRANTEE and its agents, contractors and subcontractors shall comply with all applicable prevailing wage laws, including determinations and orders of the Director of the California Department of Industrial Relations, for work performed under this Grant Agreement. Upon request by CITY, GRANTEE shall provide CITY with certified copies of payroll records and any other information deemed relevant by CITY. In accordance with Section 1775 of the California Labor Code, GRANTEE shall forfeit as a penalty to CITY Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for such work or craft in which such worker is employed for any work done under this Grant Agreement by GRANTEE or by any agent, contractor or subcontractor working under GRANTEE in violation of any of the provisions of the California Labor Code and in particular, Labor Code Sections 1770 to 1780. Moreover, CITY shall have the right to withhold payment of grant monies in such amounts as directed by the Department of Industrial Relations or Labor Commissioner. Furthermore, at the option of CITY, GRANTEE shall forfeit all grant monies under this Grant Agreement and shall immediately reimburse CITY for all grant monies received by GRANTEE under this Grant Agreement.

22. Registration. If the activity funded by this Grant Agreement includes construction/rehabilitation, GRANTEE shall only use contractors and subcontractors registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5. During the performance of this Grant Agreement, contractors and subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. GRANTEE is hereby notified that this project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

23. Compliance with Laws. GRANTEE shall comply with all federal, state and local laws, ordinances and policies as may be applicable to this Grant Agreement.

24. Severability. If any of the provisions contained in this Grant 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.

25. 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 Grant 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 GRANTEE has caused this Grant Agreement to be executed.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MELISSA ANGUIANO
Economic Development Director

VOLUNTEERS OF AMERICA NORTHERN
CALIFORNIA AND NORTHERN
NEVADA, INC., a California non-profit
corporation

BY:  _____
its: Chief Executive Officer

and

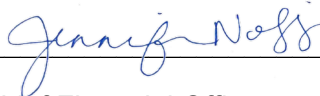
BY:  _____
its: Chief Financial Officer

EXHIBIT “A”



September 9, 2024

Trisha Isom
Housing Manager/Executive Director
Housing Division/Roseville Housing Authority
City of Roseville
316 Vernon Street, #150
Roseville, CA 95678

Dear Trisha:

Thank you for the opportunity for providing details regarding the Home Start Funding gap. VOA has designated five housing units on the Home Start Permanent Housing Site to utilize as shelter beds for families.

VOA recognizes the gap in the homeless continuum of care for families. Home Start is unique because it is the only permanent shelter location for families in Roseville. Families have access to their own furnished apartment unit which provides a stabilizing environment for the children and parents. Having a stable shelter setting allows VOA staff to work with these families from the shelter to locate permanent housing and facilitate family stabilization. VOA works with heads of households in meeting housing eligibility requirements, conducts Ready-to-Rent classes and assists in locating and securing stable income and appropriate permanent housing. VOA currently provides a live-in staff who provides emergency response and is available for immediate needs. VOA's supportive services include case management/ housing assistance and placement /referral/advocacy, connections to mental health counseling, child care, financial literacy and practical life skills education, including nutrition and cooking classes, employment assistance, food, and transportation.

To provide these ongoing shelter services, VOA is requesting \$150,000 for shelter operations for the period of 7/1/2024-12/31/2026.

Please feel free to reach out with any questions. I can be reached by phone at 916-265-3972 or by email at cholderegger@voa-ncnn.org.

Very truly,

Christie Holderegger
President/Chief Executive Officer

Volunteers of America - Northern California and Northern Nevada
3434 Marconi Avenue, Sacramento, CA 95821
916-265-3400 (phone)/916-442-1861 (fax)
voa-ncnn.org

ORDINANCE NO. 6883

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment to the Federal Stimulus Reserve - American Rescue Plan Act fund for a grant agreement with Volunteers of America.

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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 8/29/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Claudia Carreno Management Analyst	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Claudia Carreno Management Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	ED Housing		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2280	5570	54101		150,000	Increase Federal Stimulus Reserve ARPA Grants for Homeless Prevention & Rapid Rehousing
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				150,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2280	4401	54101		150,000	Increase Federal Stimulus Reserve ARPA Federal Grants revenue for Homeless Prevention & Rapid Rehousing
REVENUES/TRANSFERS IN TOTAL				150,000	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

Staff recommends this budget adjustment to increase the Grants expenditure and revenue budget in the Federal Stimulus Reserve – ARPA fund by \$150,000 for the Veterans of America grant agreement for continued Homeless Prevention and Rapid Rehousing services. This budget adjustment will increase the existing Grants budget of \$356,000 to \$506,000. Funding for this grant will come from the City's allocation of American Rescue Plan Act funding in the Federal Stimulus Reserve Fund.



COUNCIL COMMUNICATION

CC #: 3624

File #: 0215-07

Title: West Roseville Specific Plan Parcel F-22 at 1130 Harvey Way - Fee Deferral
Contact: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

Meeting Date: 11/6/2024

Item #: 11.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving a fee deferral for West Roseville Specific Plan Parcel F-22 at 1130 Harvey Way, consisting of a 265-unit multi-family residential apartment complex in the amount of \$5,906,585, plus interest, until final of building permits/building occupancies.

BACKGROUND

This staff report shall serve as the economic development subsidy report pursuant to California Government Code Section 53083. The City of Roseville offers a fee deferral program through the Economic Development Department as an incentive to encourage development.

The Economic Development Department received the attached request from USA Properties Fund, Inc., developers of 1130 Harvey Way (also known as Terracina at Fiddymont Apartments or The Crawford), requesting approval of a fee deferral of certain City-controlled impact fees.

The apartment complex will be located within the West Roseville Specific Plan (WRSP) area, Parcel F-22 at 1130 Harvey Way. As shown on the attached plans, the project includes 264 residential units within 11 buildings, a clubhouse and managers unit, two laundry and maintenance buildings with recreation amenities, and on-site parking. A total of 262 of the units will be affordable units (91 very low-income and 171 low-income units) with three on-site managers units. The project received Planning entitlement approval on June 19, 2024 (PL23-0360).

Fee estimates have been prepared for the apartment complex based on the fees for Fiscal Year 2024-25. Only City-controlled impact fees are eligible for deferral. The fee deferral types and amounts are identified below:

Summary of Deferrable Fees	Bldg 1 - Clubhouse & Mgr Unit	Bldg 2-12	Bldg 13 - Laundry & Maint	Bldg 14 - Laundry
Fire Service Construction Fee	\$ 3,234.56	\$ 11,510.18	\$ 201.83	\$ 162.83
Public Facilities Fee	\$ 2,662.00	\$ 63,888.00		
Local Sewer Fee	\$ 2,157.95	\$ 10,968.00	\$ 457.00	\$ 457.00
Water Connection Fee -Domestic	\$ 4,926.00	\$ 118,224.00		
Water Connection Fee -Irrigation (2")				
Drainage Mitigation Fees	\$ 528.01	\$ 12,672.24		

Traffic Mitigation Fee	\$ 3,935.20	\$ 94,444.70		
Transit Services Fee	\$ 57.39	\$ 1,377.29		
Citywide Parks Fee	\$ 3,097.00	\$ 74,328.00		
Neighborhood Parks Fee	\$ 2,719.00	\$ 65,256.00		
Bike Trail Fee	\$ 702.00	\$ 16,848.00		
Public Benefit Fee	\$ 845.00	\$ 20,280.00		
General Fund Contribution	\$ 700.00	\$ 16,800.00		
Air Quality Mitigation	\$ 134.10	\$ 3,218.40		
Solid Waste Fee	\$ 2,037.22	\$ 3,336.00	\$ 422.28	\$ 340.68
Electric Backbone Fee Three Phase	\$ 27,123.23	\$ 8,910.72	\$ 53,503.91	\$ 53,503.91
Total Per Building	\$ 54,858.67	\$ 522,061.53	\$ 54,585.01	\$ 54,464.41
TOTALS	\$ 54,858.67	\$ 5,742,676.86	\$ 54,585.01	\$ 54,464.41
TOTAL FEES (Bldgs 1- 14) = \$5,906,585				

The list of fees eligible for deferral has been vetted by the applicable City departments and only those determined to have no impact to the budget have been included above. As shown above, the total eligible fee deferral for the project is approximately \$5,906,585. The total amount of deferrable fees could change if building permits are pulled outside of FY 2024-25, however, the list of deferrable fees would not change following Council action on this item.

Pursuant to Roseville Municipal Code (RMC) Section 4.04.040, all non-residential fee deferrals greater than \$100,000 dollars are required to be approved by the City Council. The typical construction and inspection timeframe for apartment complexes is 12-24 months. In an effort to cover lost interest resulting from the City fee deferral there is an interest charge, equivalent to the City's pooled interest rate, that will be paid upon building permit occupancy or the issuance of a final permit for each project. The RMC additionally identifies an administrative processing fee to be charged per building permit to cover staff's time of processing requests.

The City finds that the public purpose of this fee deferral is to promote the general welfare of the City and its residents by creating new jobs, expanding the range and diversity of its affordable housing, and assisting the City with its State-required Regional Housing Needs Allocation (RHNA). This fee deferral is consistent with and in furtherance of the City's Economic Development Strategy and will serve to generate increased sales tax revenue, special taxes to fund Community Facilities Districts, and job creation during construction and beyond, though exact numbers are unknown at this time.

FISCAL IMPACT

The requested deferral will not result in a loss of impact fees nor earned interest income. The development impact fees are required to be paid prior to issuance of building permit occupancy/final permit. To ensure that the City will not have any loss of interest income, the RMC requires that interest be charged on monies deferred. Specifically, the City's Finance Department identified that the City's ten-year average pooled interest rate is approximately 1.35%. Therefore, interest at a rate of 1.35% will be charged on the monies deferred to cover the City's cost of loss of interest income on the fee deferral. Additionally, the RMC identifies an administrative processing fee of \$953 to be charged to each building permit.

The City's fee deferral program is an important economic development tool that facilitates new development that may not otherwise be financially feasible without this program. As a result, this program has the potential to increase impact fees and investment that directly increase property values that may not otherwise occur if this program was not available. Construction of these housing developments will create temporary construction jobs and permanent full and/or part time jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15061(c)(3) and §15378. These fee deferrals meet the above criteria and are not subject to CEQA. No additional environmental review is required.

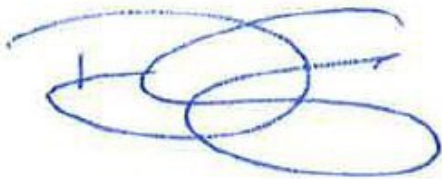
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Gina McColl, Economic Development Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-379

Fee Deferral Application

Plans

RESOLUTION NO. 24-379

APPROVING FEE DEFERRALS FOR THE
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-22 AT 1130 HARVEY WAY PROJECT

WHEREAS, the City of Roseville has offered a fee deferral program through the Economic Development Department since the mid 1990's to encourage development; and

WHEREAS, the Economic Development Department received a request from USA Properties Fund, Inc., requesting a fee deferral of certain City-controlled impact fees; and

WHEREAS, the fee deferral program and California Government Code Section 53083 require City Council approval, and the program requires that the deferred fees be paid prior to the earlier of one year past issuance of a Certificate of Occupancy or three years past issuance of first building permit; and

WHEREAS, on November 6, 2024, the City Council for the City of Roseville held a public hearing, pursuant to California Government Code Section 53083, on a fee deferral for the West Roseville Specific Plan Parcel F-22 at 1130 Harvey Way Project with USA Properties Fund, Inc.; and

WHEREAS, staff recommends City Council approve the City fee deferral to development impact fees until building permit final/certificate of occupancy permit of approximately \$5,906,585, plus interest, for the West Roseville Specific Plan Parcel F-22 project; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville after holding a public hearing that the City fee deferral to building permit final/certificate of occupancy permit in the approximate amount of \$5,906,585, plus interest, for the West Roseville Specific Plan Parcel F-22 project 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



Development Services Department
Building Inspection Division
311 Vernon Street
Roseville, California 95678-2649

Staff Use Only
Permit #: BD
Approval: ☐ Administrative ☐ Council (Reso #: _____)
Interest Rate:
Date:
Technician Initials:

Non-Residential Development Impact Fee Deferral Application

Impact Fee Deferral Program

The Impact Fee Deferral Program allows applicants to defer the payment of City controlled impact fees for new non-residential development and building expansions.

Please contact the Building Division at (916) 774-5332 prior to submitting this deferral application to obtain a fee estimate and verify the program requirements related to your project. Where deferred fees are estimated to be \$99,999 or less, the Development Services Department may approve the deferral administratively. Where deferred fees are estimated to be \$100,000 or more, please contact the Economic Development Department at (916) 774-5362 as City Council approval will be required. At time of submittal, please provide a copy of your fee estimate and, if applicable, a copy of the Resolution approved by Council with this completed application.

Payment of all deferred fees will be required prior to final inspection or issuance of a Certificate of Occupancy. To utilize the program, a processing charge of \$924.90 will be collected at the time of permit issuance. In addition, a supplemental fee totaling the City's pooled interest rate ten year average will be collected prior to final inspection to cover the financing costs of monies deferred.

By completing and signing this form you hereby agree to the program requirements, processing charge and supplemental fee, as outlined above and in Roseville Municipal Code Section 4.04.

Project Information

Address: 1130 Harvey Way, Roseville

Specific Plan Area: WRSP F-22 Lot # and APN: APN 017-117-097

Property Owner/Builder Information

Builder: USA Properties Fund, Inc.

Mailing Address: 3200 Douglas Boulevard, Suite 200, Roseville, CA 95661

Contact Person: Kris Steward Phone Number: 916-425-7906/kris@plansteward.com

Owner Signature:  Email: mterzich@usapropfund.com

PROJECT NOTES & DETAILS:

PROJECT SUMMARY

SITE SUMMARY
ADDRESS: 1130 HARVEY WAY
APN: 017-117-097
ZONING: R3
SPECIFIC PLAN: WEST ROSEVILLE SPECIFIC PLAN
LAND USE: HIGH DENSITY RESIDENTIAL (HDR)
AREA GROSS: 410,882 AC
AREA NET: 49,848 AC (NET R/W)

BUILDING SUMMARY

UNIT COUNT: 265 UNITS
DENSITY(NET): 26.9 UNITS/ACRE

PARKING SUMMARY

TOTAL: 436 SPACES

CODE

PROJECT IS A PUBLIC HOUSING PROJECT.
PROJECT SHALL COMPLY WITH 2022 CBC AND
2022 CALGREEN RESIDENTIAL MANDATORY
MEASURES.

DEVELOPMENT STANDARDS

ZONING: R3
DENSITY: 26.9 du/acre
SETBACKS - BLDG: 20 FEET
FRONT: 20 FEET
SIDE STREET: 20 FEET
SIDE INTERIOR: 5 FEET
REAR: 20 FEET
SETBACK - LANDSCAPE: 20 FEET
HARVEY WAY: 36 FEET
FIDDYMENT ROAD: 5 FEET
SIDE (SINGLE FAMILY): 5 FEET
REAR (OPEN SPACE): 5 FEET
HEIGHT: 45 FEET
LOT COVERAGE (BUILDING): 50% MAX
COMMON OUTDOOR SPACE "COS":
REQUIRED 40 sq.ft./265 UNITS = 10,600 sq.ft.
COS #1 = 553 sq.ft.
COS #2 = 3,724 sq.ft.
COS #3 = 8,150 sq.ft.
COS #4 = 1,570 sq.ft.
COS #5 = 512 sq.ft.
TOTAL COMMON OUTDOOR SPACE 14,509 sq.ft.

BUILDING & UNIT SUMMARY

CLUBHOUSE BUILDING
2-STORY
GROUND FLOOR CLUB HOUSE
2ND STORY - MANAGER UNIT (2-BEDROOM)
GROSS BLDG AREA 5,542 SQFT
1,529 SQFT
6,981 SQFT
LAUNDRY BUILDING
1-STORY
955 SQFT
LAUNDRY & MAINTENANCE BUILDING
1-STORY
1,187 SQFT
RESIDENTIAL BUILDING - 24 UNITS
3-STORY
1-BEDROOM = 6 UNITS
2-BEDROOM = 12 UNITS
3-BEDROOM = 6 UNITS
GROSS BLDG AREA 22,979 SQFT
TOTAL UNITS
1-BEDROOM 66
2-BEDROOM 133
3-BEDROOM 66
TOTAL UNITS 265

MAXIMUM PARKING REQUIRED

PER GOV. CODE 65915(P)(1) FOR DENSITY BONUS
1 - BEDROOM UNITS = 1 SPACE PER UNIT
- 66 UNITS x 1 = 66 SPACES REQUIRED
2 - BEDROOM UNITS = 1.5 SPACES PER UNIT
- 133 UNITS x 1.5 = 200 SPACES REQUIRED
3 - BEDROOM UNITS = 1.5 SPACES PER UNIT
- 66 UNITS x 1.5 = 99 SPACES REQUIRED
GUEST PARKING = NA
= 0 SPACES REQUIRED
TOTAL PARKING REQUIRED - 265 SPACES
TOTAL PROVIDED PARKING - SUMMARY
COVERED CARPORT PARKING FACILITY (0.45 SPACE PER UNIT) = 120 SPACES
UNCOVERED PARKING FACILITY = 316 SPACES
TOTAL PARKING PROVIDED = 436 SPACES

PARKING SUMMARY

SUBTOTAL EV PARKING - CBC CALGREEN - RESIDENTIAL MANDATORY
ELECTRIC VEHICLE CHARGING 4,106,422
EV CAPABLE (EVC) PER 4.106,422.1 (1096)
SUBTOTAL COVERED PARKING (120 SPACES)
SUBTOTAL UNCOVERED PARKING (316 SPACES)
EV READY (EVR) PER 4.106,422.2 (250)
EV CHARGER (EVC) PER 4.106,422.2 (250)
SUBTOTAL EVCS
SUBTOTAL EVCS ACCESSIBLE STD AISLE (118-228.3.2) 1
SUBTOTAL EVCS ACCESSIBLE VAN AISLE (118-228.3.2) 1
NOTE
* REQUIRED FOR ALL PARKING FACILITIES
** NOT REQUIRED FOR ALL PARKING FACILITIES - PER SITE
*** FOR PURPOSE OF CALCULATION SUBTRACT MOBILITY & EVCS SPACES

PROVIDED - PARKING SCHEDULE & SUMMARY

PARKING FACILITY	PARKING SPACE TYPE							SUBTOTAL
	ACCESSIBLE STD	ACCESSIBLE VAN	EVC (1096)	EVR (250)	EV CHARGER (500)	STD	VAN	
CARPORT COVERED	3	1	12	0	0	0	0	120
SURFACE UNCOVERED	15	4	32	109	20	1	1	134
SUBTOTAL	18	5	44	109	20	1	1	238
TOTAL	23	44	109	22	238			TOTAL 436

CITY REQUIRED BICYCLE SUMMARY
PER 2022 CALGREEN SECTION 5.106.4
SHORT TERM = 5% OF GUEST PARKING
27 SPACES * 0.05 = 2 SPACES REQUIRED
LONG TERM = 5% OF UNIT PARKING
436 SPACES * 0.05 = 22 SPACES REQUIRED

PROVIDED - BICYCLE PARKING

EXTERIOR SPACES ~21

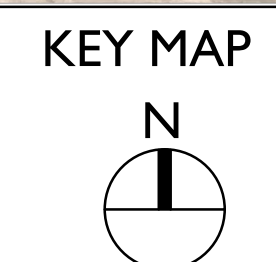
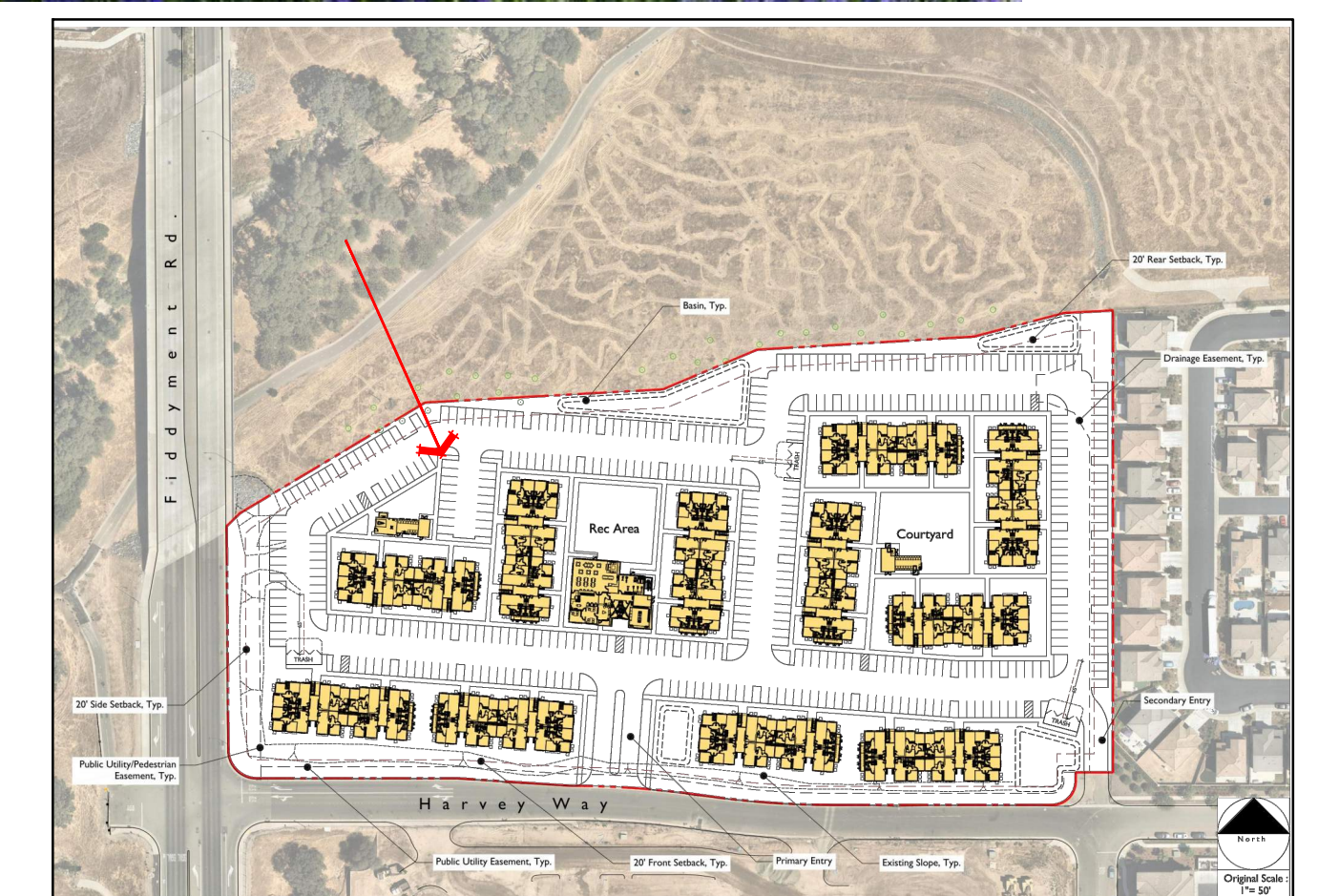
NOTES

- 1 COMMERCIAL DRIVEWAY - TYPE D PER CITY STD.
- 2 4' PUBLIC SIDEWALK PER CITY STD. ACCESSIBLE PARKING
- 3 20' AC MAINTENANCE ACCESS ROAD PER CITY STD.
- 4 ROLLED CURB PER CITY STD.
- 5 BOLLARD PER CITY STD.
- 6 TRASH ENCLOSURE "TE" PER CITY STD.
- 7 VERTICAL CURB
- 8 CURB & GUTTER
- 9 SIDEWALK WIDTH AS SHOWN
- 10 ACCESSIBLE CURB RAMP
- 11 ACCESSIBLE PARKING SPACE
- 12 ACCESSIBLE CROSSWALK
- 13 ELECTRIC VEHICLE PARKING SPACE
- 14 CARPORT - SEE ARCHITECT PLANS
- 15 MONUMENT SIGN - SEE LANDSCAPE PLANS
- 16 SITE DIRECTORY SIGN
- 17 COMMON OUTDOOR SPACE "COS" POOL - SEE LANDSCAPE PLANS FOR DETAIL
- 18 COMMON OUTDOOR SPACE "COS" - SEE LANDSCAPE PLAN FOR DETAILS
- 19 WATER QUALITY BASIN
- 20 BIKE RACK
- 21 FIRE HYDRANT
- 22 FIRE DEPARTMENT CONNECTION
- 23 WATER METER & BACKFLOW DEVICE
- 24 DOMESTIC CAMPUS PUMP ENCLOSURE
- 25 IRRIGATION METER & BACKFLOW (NP)
- 26 6-FOOT HIGH STEEL TUBE OPEN FENCE
- 27 20-FOOT WIDE STEEL TUBE MAINTENANCE VEHICLE GATE
- 28 STEEL TUBE PEDESTRIAN MAINTENANCE GATE



SITE LEGEND:

- ASPHALT PAVEMENT
- LANDSCAPE AREA
- BUILDING AREA
- CARPORT
- SIDEWALK
- CONCRETE
- BIO RETENTION BASIN



STREET LEVEL RENDERING TERRACINA AT FIDDYMMENT

1130 Harvey Way, Roseville, CA 95747

130.23181

R.2

04.01.24

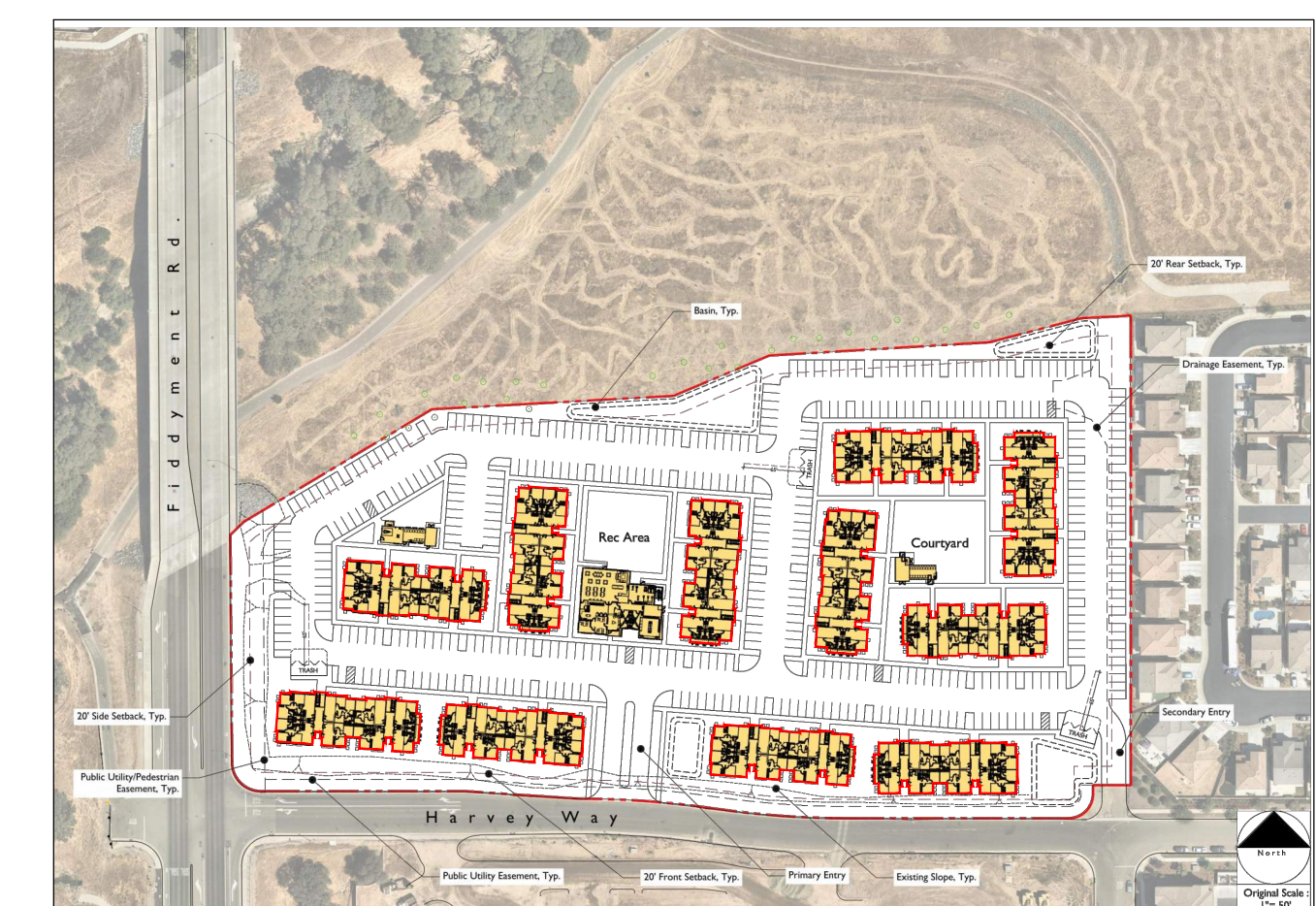
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ENGINEERS, INC.

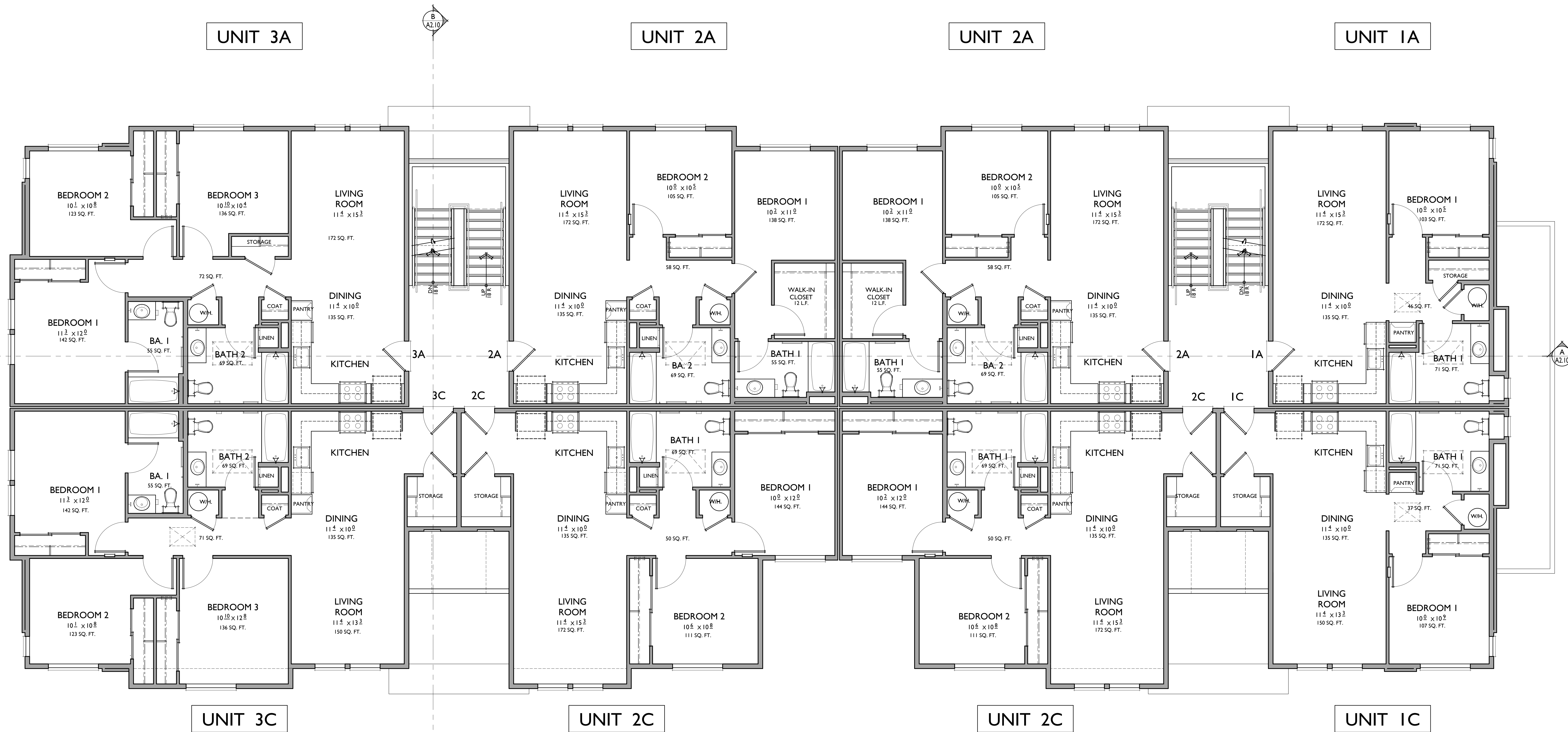
TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

USP
PROPERTIES FUND
Creating Outstanding Communities



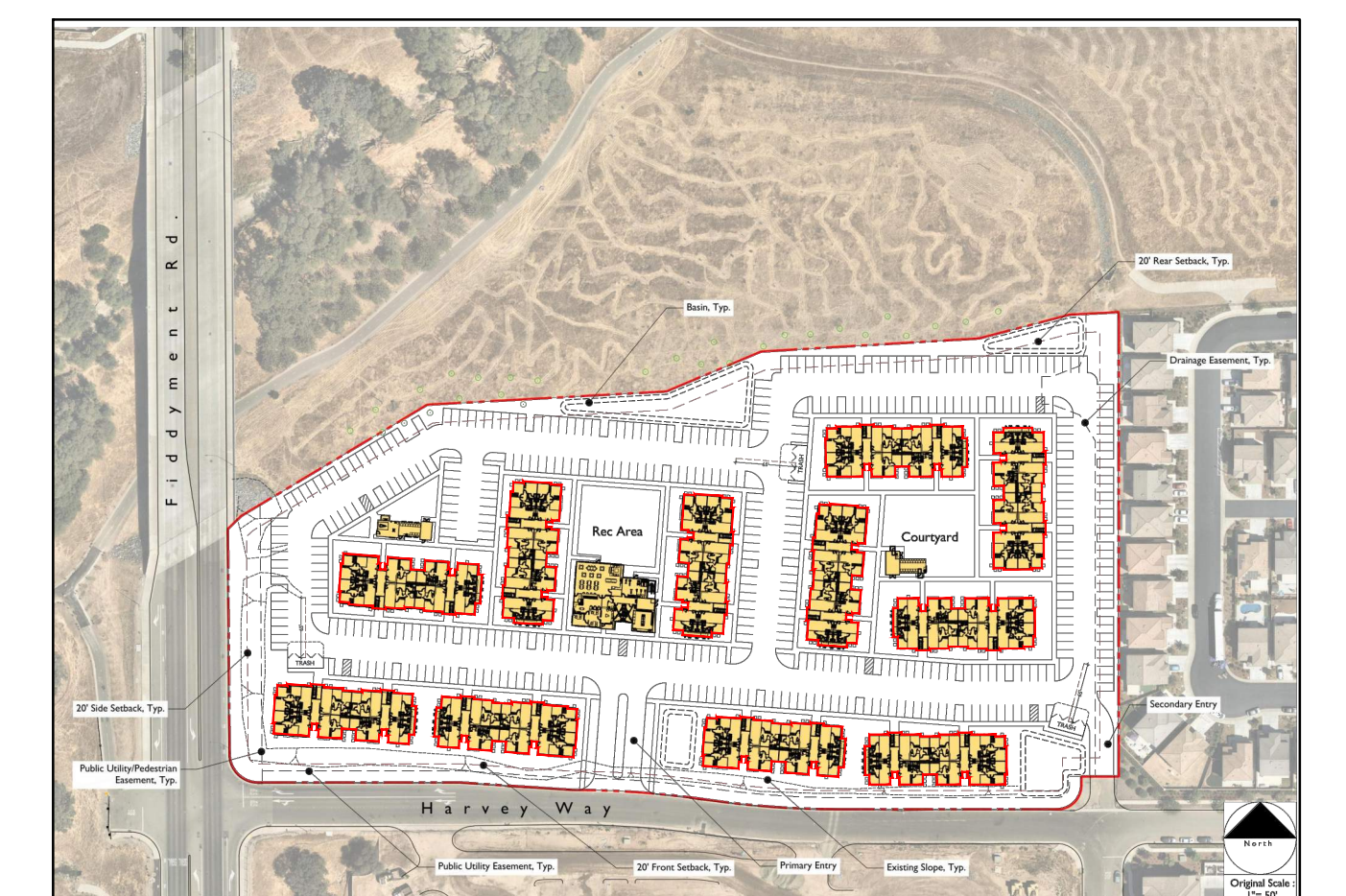
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USA
PROPERTIES FUND



PLAN NO.		NO./BLDG.	GROSS S.F.	NET S.F.	TOTAL RESIDENTIAL S.F.
1A	1 BR / 1 BA	3	630	588	1,890
1B	1 BR / 1 BA	1	600	558	600
1C	1 BR / 1 BA	2	646	604	1,292
2A	2 BR / 2 BA	6	899	846	5,394
2B	2 BR / 1 BA	2	788	740	1,576
2C	2 BR / 1 BA	4	857	808	3,428
3A	3 BR / 2 BA	3	1,075	1,020	3,225
3B	3 BR / 2 BA	1	1,035	980	1,035
3C	3 BR / 2 BA	2	1,113	1,057	2,226
TOTAL		24			20,666

BUILDING AREA: 22,979 S.F.



BUILDING TYPE 'A' (24 PLEX)

Second Floor

TERRACINA AT FIDDYMENT

1130 Harvey Way, Roseville, CA 95747

0 2 4 8
SCALE: 1/4" = 1'-0"

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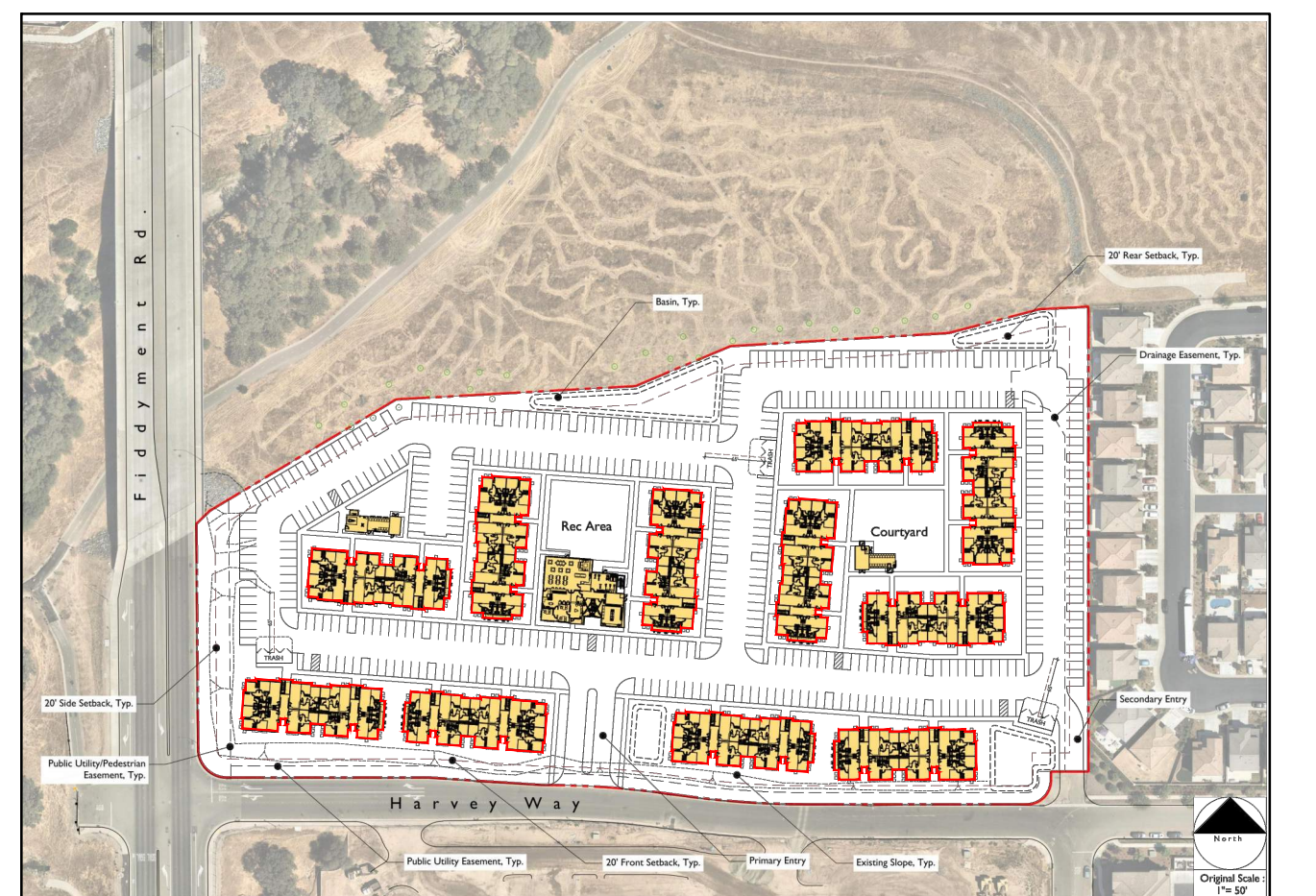
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BUILDING AREA: 22,979 S.F.



BUILDING TYPE 'A' (24 PLEX)

Third Floor

TERRACINA AT FIDDYMMENT

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0 2 4 8
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PRELIMINARY PLANT PALETTE			
BOTANICAL NAME	COMMON NAME	CONT SIZE	WUCOLS
STREET TREES			
ACER RUBRUM	RED MAPLE	15 GAL	M
QUERCUS WISLIZENI	INTERIOR LIVE OAK	15 GAL	L
PISTACIA CHINENSIS 'KEITH DAVEY'	CHINESE PISTACHE	15 GAL	L
SITE TREES - LARGE			
ACER MACROPHYLLUM	BIG LEAF MAPLE	15 GAL	L
QUERCUS SUBER	CORK OAK	15 GAL	L
QUERCUS WISLIZENI	INTERIOR LIVE OAK	15 GAL	L
PLATANUS X ACERIFOLIA 'COLUMBIA'	COLUMBIA LONDON PLANE	15 GAL	L
SITE TREES - MEDIUM			
ARBUTUS 'MARINA'	MARINA MADRONE	15 GAL	L
CALOCEDRUS DECURRENS	INCENSE CEDAR	15 GAL	L
GINKGO BILOBA 'PRINCETON SENTRY'	MAIDENHAIR TREE	15 GAL	M
OLEA EUROPAEA FRUITLESS VARIETY	FRUITLESS OLIVE	15 GAL	VL
UMBELLULARIA CALIFORNICA	CALIFORNIA BAY LAUREL	15 GAL	L
SITE TREES - SMALL			
CERCIS CANADENSIS	EASTERN REDBUD	15 GAL	L
CERCIS OCCIDENTALIS	WESTERN REDBUD	15 GAL	L
LAGERSTROEMIA 'NATCHEZ'	CRAPE MYRTLE	15 GAL	L
MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LITTLE GEM MAGNOLIA	15 GAL	M
RHAPHIOLEPIS X 'MONTIC'	MAJESTIC BEAUTY INDIAN HAWTHORNE	15 GAL	L
SCREENING TREES			
CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS	15 GAL	M
SHRUBS, GRASSES & PERENNIALS			
BULBINE FRUITESCENS	STALKED BULBINE	1 GAL	L
CALLISTEMON 'LITTLE JOHN'	DWARF CALLISTEMON	5 GAL	L
CARPENTERIA C. 'ELIZABETH'	BUSH ANEMONE	5 GAL	L
CEANOTHUS 'DARK STAR'	CALIFORNIA LILAC	5 GAL	L
CISTUS X HYBRIDUS	WHITE ROCKROSE	1 GAL	L
DIETES BICOLOR	FORTNIGHT LILY	1 GAL	L
FESTUCA MAIREI	ATLAS FESCUE	1 GAL	L
GREVILLEA X 'NOELLII'	GREVILLEA	5 GAL	L
LOMANDRA 'SHORTY'	SHORTY MAT RUSH	1 GAL	L
MAHONIA AQUIFOLIUM	OREGON GRAPE	5 GAL	L
MUHLENBERGIA RICENS	DEER GRASS	5 GAL	L
NANDINA DOMESTICA 'COMPACTA'	HEAVENLY BAMBOO	1 GAL	L
PHORMIUM 'JACK SPRATT'	DWARF FLAX	1 GAL	L
PITTIOSPORUM TOBIRA 'VARIEGATA'	VARIEGATED MOCK ORANGE	5 GAL	L
PITTIOSPORUM T. 'WHEELER'S DWARF'	DWARF MOCK ORANGE	5 GAL	L
PRUNUS C. 'BRIGHT 'N TIGHT'	BRIGHT 'N TIGHT CAROLINA LAUREL	5 GAL	L
RHAMNUS C. 'MOUND SAN BRUNO'	COFFEEBERRY	5 GAL	L
RHAPHIOLEPIS INDICA 'CLARA'	INDIA HAWTHORNE	5 GAL	L
SALVIA CLEVELANDII	BLUE SAGE	5 GAL	L
SALVIA LEUCANTHA 'SANTA BARBARA'	SANTA BARBARA BUSH SAGE	1 GAL	L
SOLLYA HETEROPHYLLA	AUSTRALIAN BLUEBELL	5 GAL	L
TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL	L
GROUND COVER			
ARCTOSTAPHYLOS 'EMERALD CARPET'	MANZANITA	1 GAL	L
CEANOTHUS 'YANKEE POINT'	YANKEE POINT CEANOTHUS	1 GAL	L
CISTUS SALVIFOLIUS 'PROSTRATUS'	SAGELEAF ROCKROSE	1 GAL	L
LANTANA M. 'SPREADING WHITE'	WHITE TRAILING LANTANA	1 GAL	L
MYOPORUM PARVIFOLIUM 'PINK'	PINK AUSTRALIAN RACER	1 GAL	L
NASELLA PULCHRA, FESTUCA RUBRA, HORDEUM CALIFORNICUM, HORDEUM BRACHYANTHERUM	DELTA BLUEGRASS COMPANY BIOFILTRATION SOD	SOD	L

IRRIGATION DESIGN INTENT

1. THESE PLAN SHALL COMPLY WITH THE REQUIREMENTS OF THE STATE OF CALIFORNIA'S MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWEO), AND THE CITY OF ROSEVILLE DESIGN GUIDELINES.
2. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE THE MINIMUM AMOUNT OF WATER NECESSARY TO SUSTAIN GOOD PLANT HEALTH.
3. THE IRRIGATION SYSTEM IS TO BE A FULLY AUTOMATIC, WEATHER-BASED SYSTEM USING RAIN SENSOR, LOW FLOW DRIP AND BUBBLER DISTRIBUTION.
4. ALL SELECTED COMPONENTS SHALL BE PERMANENT, COMMERCIAL GRADE, SELECTED FOR DURABILITY, VANDAL RESISTANCE, AND MINIMUM MAINTENANCE REQUIREMENT.
5. THE SYSTEM SHALL INCLUDE A MASTER CONTROL VALVE AND FLOW SENSING CAPABILITY WHICH WILL SHUT DOWN ALL OR PART OF THE SYSTEM IF LEAKS ARE DETECTED.
6. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO DELIVER WATER TO HYDROZONES BASED ON MOISTURE REQUIREMENTS OF THE PLANT GROUPING.
7. IRRIGATION SYSTEM SHALL BE DESIGNED FOR CONNECTION TO MUNICIPAL RECYCLED WATER.

PLANTING DESIGN INTENT

1. PLANT SPECIES SHALL BE SELECTED BASED ON LOCAL CLIMATE SUITABILITY, DISEASE AND PEST RESISTANCE, AND WATER-USE AS LISTED IN THE STATE OF CALIFORNIA'S MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWEO) PLANT LIST, WUCOLS IV.
2. THE PLANTING DESIGN SHALL UTILIZE A VARIETY OF MEDITERRANEAN-STYLE, NATIVE, AND DROUGHT-TOLERANT PLANT SPECIES TO CREATE LAYERS OF COLOR AND TEXTURE TO COMPLEMENT THE ARCHITECTURE AND SETTING.
3. 80% OF PLANT MATERIAL TO BE NATIVE OR LOW WATER USE AND FOLLOW MWEO GUIDELINES.
4. NO PLANT CONSIDERED INVASIVE IN THE REGION AS LISTED BY THE CAL-IPC WILL BE USED.
5. TREE LOCATIONS SHALL BE DESIGNED FOR MAXIMUM AESTHETIC EFFECTS AND PASSIVE SOLAR BENEFITS, CREATING SUMMER SHADE AND WINTER SUN EXPOSURE, AND MAXIMIZE SHADE IN PUBLIC SPACES. A MIX OF EVERGREEN AND DECIDUOUS TREES WILL BE USED.
6. THE PLANTING DESIGN SHALL ALLOW FOR THE PLANTS TO REACH THEIR NATURAL, FULL-GROWN SIZE TO ELIMINATE THE NEED FOR EXCESSIVE PRUNING OR HEDGING.
7. PLANTS SHALL BE GROUPED IN HYDROZONES BASED ON WATER USE AND EXPOSURE.
8. ALL PLANTING AREAS SHALL RECEIVE A 3-INCH LAYER OF MULCH.
9. ALL TREES WITHIN 5' OF PAVEMENT SHALL USE TREE ROOT BARRIERS.
10. SHRUBS WILL BE PROVIDED IN A MIX OF ONE GALLON AND FIVE GALLON CONTAINERS. SCREEN PLANTINGS WILL BE PROVIDED IN FIVE GALLON CONTAINER SIZES IN ORDER TO PROVIDE IMMEDIATE EFFECTIVENESS. SHRUB GROUND COVERS MAY BE SPECIFIED IN EITHER LINER OR ONE GALLON SIZES.

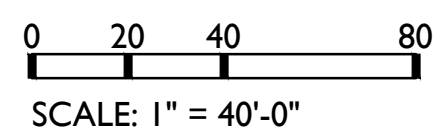
LEGEND

- 1 EXISTING PUBLIC SIDEWALK
- 2 NEW PUBLIC SIDEWALK
- 3 ENTRY MONUMENT SIGN
- 4 FLAGPOLE
- 5 OUTDOOR PATIO, PICNIC GROVE WITH TABLES AND CHAIRS, BBQS, AND DG PAVING
- 6 52'X25' COMMUNITY POOL WITH TABLES AND CHAIRS, CHAISES, BBQ AND (2)OUTDOOR SHOWERS
- 7 OUTDOOR PLAY AREA FOR AGE GROUP 13-17
- 8 PLAY AREA FOR AGE GROUPS 2-5 AND 5-12
- 9 PICNIC/LAUNDRY PATIO WITH BBQ
- 10 OPEN TURF AREA
- 11 GATHERING SPACE WITH TABLES, CHAIRS, BENCHES AND SPECIMEN TREES
- 12 5 FT OPEN TUBE STEEL POOL FENCE AND GATE, COLOR MATCH SW6258 TRICORN BLACK
- 13 6FT OPEN TUBE STEEL FENCE W/VEHICULAR ACCESS GATE AND MAINTENANCE GATE, COLOR MATCH SW6258 TRICORN BLACK
- 14 EXISTING MASONRY WALL
- 15 UTILITY ROAD WITH ACCESS CONTROL BOLLARDS
- 16 CLASS II BIKE RACK, TOTAL 10 SHORT TERM PARKING SPACES PROVIDED
- 17 PARKING LOT SOLAR CANOPY
- 18 TRASH ENCLOSURE, SEE ARCHITECTURAL DRAWINGS
- 19 PARKING LOT TREE, SEE SHEET L1.3 FOR SHADE DIAGRAM
- 20 WALKING/FITNESS LOOP
- 21 GATHERING SPACE WITH BBQ AND PICNIC TABLES
- 22 BIORETENTION AREA, SEE CIVIL DRAWINGS
- 23 POOL EQUIPMENT ENCLOSURE WITH ARBOR

PRELIMINARY LANDSCAPE PLAN, NOTES & PLANT LIST

TERRACINA AT FIDDYMENT

1130 Harvey Way, Roseville, CA 95747



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SYMBOLS LEGEND

- PARKING SPACES AND BACKUP AREA
- 100% SHADE VALUE
- 50% SHADE VALUE
- 25% SHADE VALUE
- SOLAR CANOPY SHADE AREA

PER COMMUNITY DESIGN GUIDELINES (CC-68) THE FOLLOWING MINIMUM PLANTER WIDTHS (MEASURED INSIDE CURBS) HAVE BEEN PROVIDED:

- 8FT FOR LARGE (LG) CANOPY TREES (MAY BE REDUCED TO FIVE FEET WITH DEEP ROOT BARRIERS AND IRRIGATION)
- 6-8FT FOR MEDIUM TO LARGE (M1) CANOPY TREES
- 6FT FOR MEDIUM TO SMALL (M2) CANOPY TREES
- 4FT FOR SMALL (SM) CANOPY TREES

CITY OF ROSEVILLE TREE SIZES, SHADE PERCENTAGES, AND SQUARE FOOTAGES FOR CALCULATING SHADE COVERAGE (APPENDIX B)			
TREE TYPE	INTERIOR PLANTERS 100%	SOUTH, EAST, AND WEST 50%	CORNER AND NORTH 25%
LARGE TREES 30'-35'	962 SF	481 SF	240 SF
MEDIUM TO LARGE TREES 25'-30'	707 SF	354 SF	177 SF
MEDIUM TO SMALL TREES 20'-25'	491 SF	246 SF	123 SF
SMALL TREES 15'-20'	314 SF	157 SF	79 SF

PARKING LOT SHADING CALCULATIONS												
TREE TYPE	TREE KEY	TREE SHADE CREDIT (SEE CHART BELOW)										TOTAL SHADING AREA SF
		INTERIOR PLANTERS 100%	SOUTH, EAST, AND WEST 50%				CORNER AND NORTH 25%				TOTAL TREES	
LARGE TREES 30'-35'	LG	35	962	33,670	9	481	4,329	10	240	2,400	54	40,399
MEDIUM TO LARGE TREES 25'-30'	M1	0	707	0	0	354	0	2	177	354	2	354
MEDIUM TO SMALL TREES 20'-25'	M2	0	491	0	0	246	0	0	123	0	0	0
SMALL TREES 15'-20'	SM	0	314	0	1	157	157	1	79	79	2	236
SOLAR CANOPY												18,648
											58	59,637
SUMMARY											NOTES	
TOTAL PARKING STALL AND BACKUP SPACE:											1. SHADE PERCENTAGES DETERMINED BY CANOPY SIZE AND POSITION OF TREE WITHIN THE PARKING LOT.	
AREA SHADE REQUIRED:											2. THE SHADE PERCENTAGE FIGURES ARE BASED ON OF THE CANOPY SPREAD OF THE TREE 15 YEARS FROM TIME OF PLANTING.	
% SHADE REQUIRED:											3. TREE SPECIES TO BE DETERMINED AND WILL BE IN COMPLIANCE WITH SIZING RANGE NOTED.	
TOTAL SHADE PROVIDED BY TREES AND SOLAR CANOPY:												
% SHADE PROVIDED:												
OVER/UNDER												

PARKING LOT SHADE DIAGRAM

TERRACINA AT FIDDYMENT

1130 Harvey Way, Roseville, CA 95747

0 20 40 80
SCALE: 1" = 40'-0"

130.23181



L1.3

04.01.24



COUNCIL COMMUNICATION

CC #: 3617

File #: 0400-02-12-2 & 0400-03 & 0400-04

Title: Sierra Vista Specific Plan Parcel WB-42 - General Plan Amendment. Specific Plan Amendment, Rezone, and Development Agreement Amendment
Contact: Sean Morales 916-774-5282 smorales@roseville.ca.us

Meeting Date: 11/6/2024

Item #: 11.2.

RECOMMENDATION TO COUNCIL

At the September 26, 2024 Planning Commission meeting, the Planning Commission recommended the City Council take the following actions on the project:

- A. Consider the 13th Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR);
- B. Adopt a resolution approving land use map amendments to the General Plan;
- C. Adopt a resolution approving text and land use map amendments to the Sierra Vista 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 Fifth Amendment of the Development Agreement by and between the City of Roseville and Westpark S.V. 400, LLC relative to a certain portion of the Property commonly known as SVSP Parcel WB-42.

BACKGROUND

This Council Communication provides a summary evaluation of the project and a summary of the September 26, 2024 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 project site is located within the Westbrook portion of the Sierra Vista Specific Plan (SVSP) area, which was adopted on May 5, 2010. The SVSP area includes 2,064 acres west of Fiddymont Road and north of Baseline Road. Due to different ownership structures and timeframes, the Westbrook portion of the SVSP was not approved for development at a project level with the initial adoption of the Sierra Vista Specific Plan, and was instead allocated "Urban Reserve" land use in anticipation of future development. Approval of the Westbrook portion of the SVSP by the City Council followed in June of 2012.

The entitlements requested with the current proposal include a Lot Line Adjustment to reconfigure the two parcels making up SVSP Parcel WB-42 from two parcels (6 acres and 8.5 acres, respectively) into two parcels WB-42A to the north (7 acres) and WB-42B to the south (7.5 acres). A Rezone, General Plan Amendment (GPA), and Specific Plan Amendment (SPA) are requested to change the zoning of Parcel WB-42B from Community Commercial (CC) to Residential Small Lot/Development Standards (RS/DS) and the land use designation from CC to Medium Density Residential at 7 units/acre (MDR-7). A Fifth Amendment to the SVSP Westbrook Development Agreement (DA) is requested to reflect the proposed land use change and address financial obligations of the developer associated with the proposed land use change. A Tentative Subdivision Map is requested to create fifty-three (53) single-family residential lots on parcel WB-42B. The Planning Commission conditionally approved the Lot Line Adjustment and Tentative Subdivision Map before making recommendations to City Council for the General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendment.

Further discussion and exhibits for those entitlements conditionally approved at Planning Commission are included in the Planning Commission staff report (Attachment 1). Planning Commission Exhibits not referenced in this report, for the Tentative Subdivision Map and Lot Line Adjustment, are included as Attachment 8.

General Plan Amendment, Specific Plan Amendment, and Rezone Evaluation

As described above, the project requires a 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. In particular, staff used the Non-residential Land Use Conversion Policy. In 2004, in response to increased requests to convert commercial and industrial properties to residential uses, the City Council adopted guidelines for the conversion of non-residential land uses. A copy of the guidelines is provided as (Attachment 2). A full evaluation using the policy is provided in the Planning Commission Staff Report but the most crucial guidelines are included below.

Fiscal Impact Analysis: Guideline #2 states land use changes will not have a negative fiscal impact to the City and requires that each project be modeled individually for citywide impacts. Consistent with this guideline, Economics & Planning Systems, Inc. (EPS) prepared a fiscal impact analysis that demonstrated the land use change would not result in a negative fiscal impact to the City's General Fund on an annual basis (Attachment 3). As documented in the analysis, developing half of the site with a residential subdivision, while not having a negative impact, would be expected to produce less revenue for the City than a 14.5-acre commercial development. The proposed project would be estimated to create net-positive revenue of \$285,100 and a project under the existing zoning would be estimated to create net-positive revenue of \$580,535.

Affordable Housing: Consistent with guideline #5, the project is subject to the City's 10% affordable housing goal. Therefore, five (5) units affordable to low-income households are required with the project. The property owner of a nearby parcel, SVSP PCL FD-34, which was the recipient of a residential density bonus, submitted acceptance of obligation, in return for consideration, to provide the 5 units required of the WB-42 project on Parcel FD-34 (Attachment 4).

Public Benefit: Consistent with guideline #6, the project provides a public benefit in the form of two community benefit fees. The Westbrook Development Agreement Section 3.14.3 contains an existing Public Benefit Fee that will total approximately \$67,840 for this project. Beyond the existing Public Benefit Fee in the DA, the applicant will also pay two new fees to support the

development and construction of neighborhood and citywide parks within the SVSP and the City. These fees are in addition to other parks fees already required in the DA and will help to offset the burden that rising construction costs have put on parks projects recently. The two fees are the Neighborhood Park In-Lieu Fee and the Community Parks Public Benefit Fee, which are described in more detail, below, in the Development Agreement Amendment evaluation section of this report. The two new fees will generate approximately \$500,000 for park construction and development.

Retail Analysis: The applicant provided a market study that evaluates the potential for commercial development on parcel WB-42 (Attachment 5). The study concludes that the WB-42 site could support 63,000 sf of commercial development over the next five years on approximately 6-7 acres of land. The study finds that over a subsequent five-year period the demand could warrant 73,000 sf of commercial on 7.3 acres of land.

The study makes these findings based on various factors including development trends, site context, and a local retail market analysis.

Development trends: The study states that community-scaled retail is trending downward in size. Rather than large format retailers, which are more dependent on e-commerce, the market is seeing smaller scale users such as drug stores and restaurants. Grocery stores are also seeing reductions in size. Overall, many retail services now take place online, which leads to in-person stores that are smaller in size and focus on personalized experiences.

Site Context: The study uses existing and future traffic data (average daily trips) to evaluate the viability of the site. Around 28,000 north/south trips along Westbrook Bl. and 8,400 east/west trips along Pleasant Grove Bl. are expected with full buildout of the City and surrounding development (2035 CIP Model). According to the study, many retailers look for counts of at least 25,000-30,000 vehicles per day on at least one adjacent street to be considered viable. The study lists strengths of the site (including traffic counts) and weaknesses (including competing sites along Baseline and Fiddymont) recommending ultimately for a smaller retail center providing daily staples.

Retail Market Analysis: The final section of the study analyzes the retail market in the region and in the project area. The study finds that employment and population growth is strong in the area and supports the viability of a 63,000-71,000 sf shopping center in the next five years.

Overall, staff finds that the study provides adequate evidence to support its conclusion that a 6-7-acre development is viable in the next five years. It should be noted that the Community Commercial zone, which the 7-acre WB-42A parcel is proposed to retain, includes a wide variety of possible land uses. The CC zone allows typical neighborhood-serving retail and shopping centers similar to those found throughout the city, but also principally and/or conditionally permits uses that may be less conducive to a neighborhood-serving retail center such as Professional Offices, Long-Term Care Facilities, various Automotive uses, or Personal Storage Facilities.

Development Agreement Amendment Evaluation

The project includes a fifth amendment of the Development Agreement by and between the City of Roseville and Westpark S.V. 400, LLC, relative to a portion of the SVSP (or the "Westbrook DA" area). The Westbrook DA will be amended to reflect the proposed land use change as well as implement two new sections related to Parks fees.

Land Use Change: Section 2.2 of the DA will be revised to reflect the addition of 53 units and 7.5 MDR acres of land to the Westbrook area. The subtraction of 7.5 acres of CC land is also

reflected in this section.

Parks fees: New Section 3.12.3.2 is proposed to be added to the DA relating to the Neighborhood Park In-Lieu fee. The existing Section 3.12.3 covers neighborhood park fees for the balance of the DA land area. This new section is applicable only to parcel WB-42B. The in-lieu fee shall be \$4,535 per MDR unit constructed and is subject to annual adjustments based on the Construction Cost Index (CCI). This section is proposed to be added in order to bring the neighborhood park fee for WB-42B in line with other DAs in the SVSP.

New section 3.14.11 is proposed to be added to the DA relating to a Community Parks Public Benefit Fee. The Community Parks Public Benefit Fee shall be \$5,000 per MDR unit with WB-42B and shall be paid at the time of building permit. This fee is provided separate from and above the existing Park fees required of the property in the Westbrook DA. As discussed above, this additional fee provides a public benefit consistent with the requirement set forth in the City's Guidelines for Conversion of Non-Residential Land Uses policy document.

City staff has found the proposed DA Amendment to be consistent with the General Plan, SVSP, and the Zoning Ordinance. The DA Amendment 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.

Public Outreach

Two community meetings were held for this project. The first meeting on August 15, 2024 was held with the Heritage Solaire Community HOA and there were approximately 60 residents in attendance. The second meeting was held on September 3, 2024 during the quarterly Solaire Neighborhood Association meeting and had approximately the same number of residents in attendance. From these two meetings staff compiled an interest list for the project with residents who were notified about project updates but may have been located outside the 300 ft mailing radius. The list totaled 50 residents.

The feedback from the public and applicant response was similar in both neighborhood meetings and are summarized below:

Residents Against the Project: Many of the attendees had varying levels of concern about the potential loss of commercial land within the vicinity of their homes. The residents would prefer to keep the 14.5 acres of Community Commercial land to increase the potential commercial options. Many cited the proximity to commercial Parcel WB-42 as a reason for choosing to live in this area. Residents cited near term changes to the area that will improve the prospects of marketing a commercial site of this size. Some of the anticipated changes cited include the new soccer complex under construction on Westbrook Blvd. to the north, as well as the continued buildout of residential development in the Sierra Vista Specific Plan, and unincorporated Placer County including the future Regional University. Residents feel the applicant is proposing changes too soon and that the area will be more than able to absorb a 14.5-acre commercial site in the near future. These feelings are echoed in the Rosenlieb, Flynn Nevins, and Faulk letters attached to this report (Attachment 6). Three additional comments were received after publication of the staff report but before the hearing date and are included as Attachment 7.

Applicant in Favor of the Project: In both meetings, the applicant stated that they have been marketing the existing site for eight years without interest from commercial developers. The applicant cited the recent construction of Raleys, Safeway, and Nugget groceries in the area, which represent the three grocers that would be most likely to anchor a shopping center of this size. According to the applicant, those grocers have not shown interest in Parcel WB-42. The applicant feels that the proposed project will "right-size" the commercial parcel to create a more manageable parcel size. The applicant cites market trends due to e-commerce and other forces leading to smaller building sizes, which will be better accommodated in a smaller commercial project. The applicant provided a market study completed by MXD Development Strategists to provide additional context to bolster these market trends. The applicant cited their own previous

work on the Village Center project, which now includes MoJoe's Café and kitchen 747. That parcel was formerly 13 acres in size and sat undeveloped. The applicant similarly reduced the parcel by half, to two approximately 3-acre commercial sites in 2017 and the parcels were bought and developed in the years shortly after.

Residents For the Project: A smaller group of residents are in favor of the project. These are generally residents that live directly adjacent to the project on Starry Night Ln. and Gemini Ln. within the Heritage Solaire development. These residents prefer to have a residential land use behind their homes and are in support of the single-loaded street proposed with the subdivision map for WB-42B to provide a setback from future homes.

Summary of Planning Commission Meeting

The project was heard by the City's Planning Commission on September 26, 2024. The applicant addressed the Commission, spoke in favor of the project, and requested approval by the Commission. Four residents provided public comments at the meeting. Three residents spoke against the project and one spoke in favor of the project. Two of the residents that spoke against the project had provided written comments before the meeting that mirrored the comments at the hearing (Rosenlieb and Faulk letters). The third speaker against the project, Mr. Wong, provided similar reasons for opposing the project including the wish to be able to accomplish shopping close to home as well as the site being a reason for purchasing his home in that location. He believes the applicant is acting prematurely before the area around the site has fully developed. The fourth speaker for the project was an adjacent neighborhood in support of having a residential subdivision rather than a commercial center as a neighbor.

The Planning Commission considered the 5th Addendum to the SVSP Environmental Impact Report (EIR), approved the Tentative Subdivision Map and Lot Line Adjustment and recommended the City Council approve the General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendment, with a vote of 6 aye, 0 nay, 1 absent.

After Planning Commission Meeting:

One resident submitted a comment letter after the Planning Commission meeting that is included as Attachment 9 and titled "Miano Comment Letter". The resident echoes the residents against the project described above, stating that they do not believe the applicant is being proactive or patient enough in marketing the existing commercial site for development. The resident would like to develop the whole 14.5 acres as commercial to create more commercial opportunities such as a hardware store and restaurant closer to the surrounding neighborhoods.

FISCAL IMPACT

As discussed above and based on the Fiscal Analysis completed by Economic & Planning Systems, Inc., the proposed project, which includes rezoning approximately half of the site to residential, would create approximately half of the revenue of a project under the existing zoning. The proposed project is not expected to have a negative fiscal impact on the General Fund.

ENVIRONMENTAL REVIEW

Potential impacts to traffic, utilities, and public facilities were evaluated in the Addendum to the SVSP Environmental Impact Report (EIR) prepared for the project (included as Exhibit E), and it was determined that the project does not result in any unanticipated impacts that were not previously evaluated in the SVSP EIR. As discussed in the Addendum, the parcel was already

planned for development and therefore will have the same environmental impact related to construction on-site. In terms of traffic, single-family residential has a much lesser impact than a commercial use. The Environmental Utilities Department has determined the change in demand to water and sewer to be negligible.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sean Morales, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 Item 6.2 September 26, 2024 Planning Commission Staff Report

Attachment 2 Guidelines for Conversion of Non-Residential Land Uses

Attachment 3 Fiscal Impact Analysis

Attachment 4 Affordable Obligation Consideration

Attachment 5 MXD Market Study

Attachment 6 Flynn-Nexins, Rosenlieb, and Faulk Comment Letters

Attachment 7 McEmey, Preston and Rosenlieb Second Comment Letter

Attachment 8 Tentative Subdivision Map and Lot Line Adjustment PC Exhibits

Attachment 9 Miano Comment Letter

Resolution 24-372

Resolution 24-373

Exhibit A General Plan and Specific Plan Amendment

Exhibit B Specific Plan Amendment Change Pages

Rezone Ordinance Parcel WB-42B

Exhibit C Rezone

Ordinance for Fifth Westbrook DAA

Exhibit D Fifth Amendment to Westbrook DA

Exhibit E 13th Addendum to SVSP EIR

Attachment 10 Rosenlieb Comment Letter

Attachment 11 Miano Comment Letter

ITEM 6.2: General Plan Amendment, Specific Plan Amendment, Rezone, Development Agreement Amendment, Tentative Subdivision Map, and Lot Line Adjustment – 2931 Pleasant Grove Bl. – SVSP PCL WB-42 – Rezone and Land Use Amendment – File #PL24-0397

REQUEST

The applicant requests a Lot Line Adjustment to reconfigure the two parcels making up SVSP Parcel WB-42 from two parcels (6 acres and 8.5 acres, respectively) into two parcels WB-42A to the north (7 acres) and WB-42B to the south (7.5 acres). A Rezone, General Plan Amendment (GPA), and Specific Plan Amendment (SPA) are requested to change the zoning of Parcel WB-42B from Community Commercial (CC) to Residential Small Lot/Development Standards (RS/DS) and the land use designation from CC to Medium Density Residential at 7 units/acre (MDR-7). A Fifth Amendment to the SVSP Westbrook Development Agreement (DA), is requested to reflect the proposed land use change. A Tentative Subdivision Map is requested to create fifty-three (53) single-family residential lots on parcel WB-42B.

Applicant – Eric Crow, MacKay & Somps
Property Owner – John Tallman, Westpark Communities

SUMMARY RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Consider the 13th Addendum to the Sierra Vista Specific Plan EIR;
2. Recommend the City Council adopt a resolution approving the General Plan Amendment;
3. Recommend the City Council adopt a resolution approving the Specific Plan Amendment for the Sierra Vista Specific Plan;
4. Recommend the City Council adopt the two (2) findings of fact and approve the Rezone;
5. Recommend the City Council adopt the five (5) findings of fact and approve the Fifth Amendment to the SVSP Westbrook Development Agreement (DA);
6. Adopt the three (3) findings of fact and approve the Tentative Subdivision Map subject to fifty-nine (59) conditions of approval; and
7. Approve the Lot Line Adjustment subject to eight (8) conditions of approval.

SUMMARY OF OUTSTANDING ISSUES

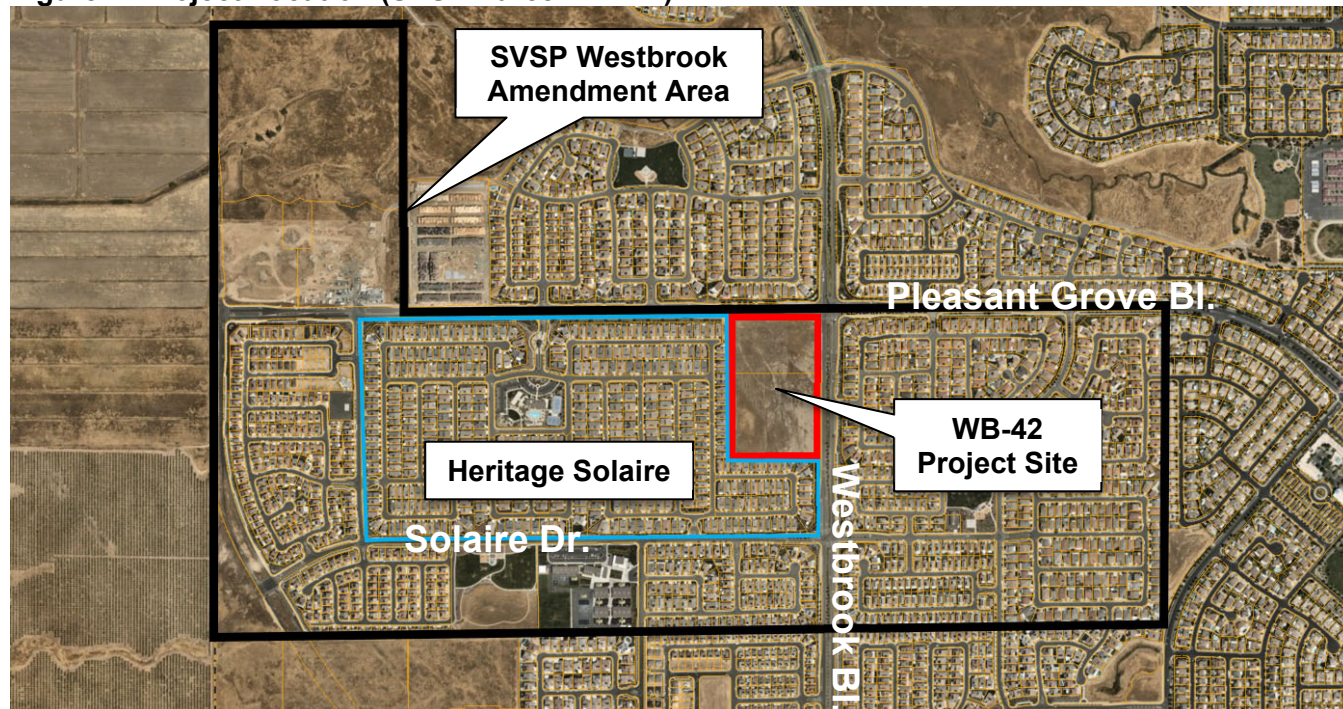
The applicant has reviewed and is in agreement with all recommended conditions of approval. There has been significant public interest, both in support and in opposition, regarding the project. Public comments in response to the hearing notice are included as attachments and the general public feedback is summarized in the Public Outreach section of this report.

BACKGROUND

The project site consists of Parcel WB-42 located in the Westbrook portion of the Sierra Vista Specific Plan (SVSP) area (see Figure 2 below) and consists of two lots. The SVSP was adopted on May 5, 2010 and includes 2,064 acres west of Fiddymont Road, north of Baseline Road. The Westbrook portion of the SVSP was not included in the original approval for the specific plan but was approved by City Council in

June of 2012. Parcel WB-42 has a zoning designation of Community Commercial (CC) and a land use designation of Community Commercial (CC). The parcel is surrounded on the south and west by the gated Heritage Solaire active adult community. The Heritage Solaire community was approved in August 2017 (File #PL17-0122). In May of 2022, a parcel map was approved to divide WB-42 into two lots (File #PL22-0088). No development was proposed with that project.

Figure 1: Project Location (SVSP Parcel WB-42)



PROJECT DESCRIPTION

The requested entitlements will turn SVSP Parcel WB-42 into two parcels, WB-42A and WB-42B. The entitlements allow for the development of a 53-unit single-family residential subdivision on Parcel WB-42B. No development is proposed on the commercial Parcel WB-42A at this time. The project entitlements include:

General Plan Amendment (GPA) and Specific Plan Amendment (SPA) – The GPA will amend the land use designation of Parcel WB-42B from Community Commercial (CC) to Medium Density Residential (MDR-7) at a density of approximately 7 units per acre, in order to facilitate development of a 53-unit subdivision on this parcel. The SVSP document will be amended to split WB-42 into two parcels and reflect the proposed land use change for Parcel WB-42B. Exhibit A includes the General Plan Amendment exhibit and Exhibit B includes the SVSP change pages.

Rezone – A Rezone is requested to amend the zoning designation of Parcel WB-42B from Community Commercial (CC) to Small Lot Residential/Development Standards (RS/DS) to be consistent with the proposed land use designation. Exhibit C includes the Rezone exhibit.

Development Agreement (DA) Amendment – The project includes a fifth amendment to the Westbrook DA. The DA will be amended to reflect the proposed land use changes and new residential units as well as clarify applicable parks fees for those units. Exhibits E and F include the proposed DA Amendment with redlines and with changes input.

Tentative Subdivision Map – Parcel WB-42B will be subdivided to create fifty-three (53) medium-density residential lots and five (5) landscape lots. Exhibit E includes the proposed tentative subdivision map.

Lot Line Adjustment – Parcel WB-42 is currently divided into two lots of approximately 6 and 8.5 acres. The lot lines are proposed to be adjusted to create Parcel 1 (WB42-A) of 7 acres and Parcel 2 (WB42-B) of 7.5 acres as shown in Exhibit F.

EVALUATION: GENERAL PLAN AMENDMENT AND SPECIFIC PLAN AMENDMENT

The General Plan does not have any residential units allocated to proposed Parcel WB-42B because it is a commercially zoned site. Parcel WB-42B will have a resulting density of approximately 7 units per acre, excluding the right-of-way/landscape corridors, which is consistent with the proposed MDR land use designation. The specific plan amendment includes changes to the text, tables, and figures of the SVSP to reflect the land use change, new unit allocations and densities (Table 1).

Table 1: Land Use Modifications

Parcel	Existing Land Use (General Plan/Specific Plan)	Proposed Land Use (General Plan/Specific Plan)	Existing Units (du)	Proposed Units (du)	Unit Change	Existing Density (du/ac)	Proposed Density (du/ac)
WB-42	CC	-	0	-	-	-	-
WB-42A	-	CC	-	0	-	-	-
WB-42B	-	MDR	-	53	+53	-	7

Proposed amendments to the General Plan and Specific Plan are analyzed for consistency with the goals and policies of the respective plans.

Non-residential Land Use Conversion Policy

In 2004, in response to increased requests to convert commercial and industrial properties to residential uses, the City Council adopted guidelines for the conversion of non-residential land uses. A copy of the guidelines is provided as Attachment 1. As stated in the guidelines, the purpose is to make clear the City's expectations related to the loss of job-generating land uses. The overarching goal to be applied to land use changes outside of the Infill portion of the City is to maintain the City's fiscal balance and prevent the loss of jobs and existing job centers while maintaining a balanced community. The guidelines include evaluating fiscal impacts, noise, park dedication, public services, affordable housing, schools, utilities, and traffic when contemplating residential land use allocations.

The guidelines were used in staff's evaluation of the proposed land use amendment to Parcel WB-42, given that it will be converting a non-residential land use (e.g., Community Commercial) to a residential land use (e.g., Medium Density Residential). The guidelines for areas within a Specific Plan state:

1. A region wide employment and land inventory study shall be required of each project that is equal to or greater than 50 acres.
2. Land use changes will not have a negative fiscal impact to the City. Each project shall be modeled individually for citywide impacts utilizing the City's fiscal model.
3. Projects that are 50 acres or greater in size shall maintain employment options and a favorable jobs housing balance.

4. New housing development shall meet the City's 10% goal consistent with the Housing Element (4% affordable to very low, 4% affordable to low, and 2% affordable to middle income).
5. Projects shall provide a specific public benefit that may be in the form of a community benefit fee.
6. Increases in general fund service demands shall be mitigated by establishment of or annexation into a Community Facilities Mello Roos Assessment District to offset the costs of the project. The assessment may be utilized to offset the cost of the following: public safety; parks and open space maintenance; storm water management; and other costs identified by the City.
7. Parks obligation to include payment of citywide and neighborhood park fees. Active park needs shall be provided by the project. An in-lieu parkland dedication fee may be negotiated in lieu of land based on the project. For each acre of parkland dedication mitigated by an in-lieu fee a corresponding in-lieu fee shall be paid for park improvements. The in-lieu fees shall provide improvements of local benefit.
8. Place emphasis on the dedication of parklands within specific plan areas rather than acceptance of an in-lieu fee for land dedication.
9. Utilities (e.g. water, sewer, electric) shall not be impacted as to conveyance or capacity.
10. School impacts shall be mitigated through new impact agreements executed with the school districts to ensure that the projects student generation is accommodated.
11. Residential units not utilized within a specific plan area shall be reallocated within that plan area and school district. Otherwise, requests for units shall be considered as additive to the City's existing unit allocation.
12. Encourage higher density residential mixed-use projects with consideration to the relaxing of any one guideline or multiple guidelines to promote and provide incentives for innovative higher density residential mixed-use projects.

Parcel WB-42 is less than 50 acres, therefore guidelines #1 and #3 are not applicable to the project. The City's building permit process includes the assessment of all applicable and appropriate fees, which will ensure the project conforms to the guidelines addressing impact fees.

Fiscal Impact Analysis: Guideline #2 states land use changes will not have a negative fiscal impact to the City and requires that each project be modeled individually for City-wide impacts. Consistent with this guideline, Economics & Planning Systems, Inc. (EPS) prepared a fiscal impact analysis that demonstrated the land use change would not result in a negative fiscal impact to the City's General Fund on an annual basis (see Attachment 2). Additional studies were completed to determine the feasibility of developing Parcel WB-42 as a commercial site. These studies are discussed below.

Affordable Housing: Consistent with guideline #4, the project is subject to the City's 10% affordable housing goal. Therefore, five (5) units affordable to low-income households are required with the project. The property owner of a nearby parcel, SVSP PCL FD-34, which was the recipient of a residential density bonus, submitted acceptance of obligation, in return for consideration, to provide the 5 units required of the WB-42 project on Parcel FD-34 (Attachment 3).

Public Benefit: Consistent with guideline #5, the project provides a Public Benefit Fee as described in the Westbrook Development Agreement Section 3.14.3. The total Public Benefit Fee for this project will be approximately \$67,840. Beyond the existing Public Benefit Fee in the DA, the applicant will also pay two new fees to support the development and construction of neighborhood and citywide parks within the SVSP and the City. These fees are in addition to other parks fees already required in the DA and will

help to offset the burden that rising construction costs has put on parks project. The two fees are the Neighborhood Park In-Lieu Fee and the Community Parks Public Benefit Fee, which are described in more detail, below, in the Development Agreement Amendment evaluation section of this report. The two new fees will generate approximately \$500,000 for park construction and development.

Impact Fees: Consistent with guidelines #6, the project proposes to annex the project area into Westbrook CFD#1 to offset the costs of the project. Consistent with guideline #7 and #8, the project is obligated to pay fees to off-set impacts to city-wide and neighborhood parks as well as open space in-lieu of parkland dedication.

Utilities: Consistent with guideline #9, the City's Environmental Utilities staff reviewed the project and concluded the project will have a negligible effect on demand of City water and sewer utilities compared to the previously anticipated land uses and no technical studies were required.

Schools: Consistent with guideline #10, the applicable school districts have identified that there is capacity to accommodate the future residents of WB-42B and the project will be required to pay fees per unit for impacts to local schools.

Minor SVSP Amendments: The land use amendment will require updating the text and figures of the SVSP to split WB-42 into WB-42A and WB-42B as well as reflect the overall change in commercial and residential acreages. These changes are reflected in the SVSP change pages included as Exhibit B.

Retail Analysis

The applicant provided a market study that evaluates the potential for commercial development on parcel WB-42 (Attachment 4). The study concludes that the WB-42 site could support 63,000 sf of commercial development over the next five years on approximately 6-7 acres of land. The study finds that over a subsequent five-year period the demand could warrant 73,000 sf of commercial on 7.3 acres of land.

The study makes these findings based on various factors including development trends, site context, and a local retail market analysis:

Development trends: The study states that community-scaled retail is trending downward in size. Rather than large format retailers, which are more dependent on e-commerce, the market is seeing smaller scale users such as drug stores and restaurant. Grocery stores are also seeing reductions in size. Overall, much of retail now takes place online, which leads to in-person stores that are smaller in size and focus on personalized experiences.

Site Context: The study uses existing and future average daily trip data to evaluate the viability of the site. Around 28,000 north/south trips and 8,400 east/west trips are expected along Westbrook Bl. and Pleasant Grove Bl., respectively with full buildout of the City and surrounding development (2035 CIP Model). According to the study, many retailers look for counts of at least 25,000-30,000 vehicles per day on at least one adjacent street to be considered viable. The study lists strengths of the site (including traffic counts) and weaknesses (including competing sites along Baseline and Fiddymont) recommending ultimately for a smaller retail center providing daily staples.

Retail Market Analysis: The final section of the study analyzes the retail market in the region and in the project area. The study finds that employment and population growth is strong in the area and supports the viability of a 63,000-71,000 sf shopping center in the next five years.

Overall, staff finds that the study provides adequate evidence to support its conclusion that a 6-7-acre development is viable in the next five years.

General Plan Amendment and Specific Plan Amendment Conclusion

Based on the evaluation above of the non-residential conversion policy and the evidence provided in the market study, staff finds the project is consistent with the goals and policies of the General Plan and SVSP.

EVALUATION: 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 any applicable Specific Plan.***

The project would rezone Parcel WB-42B from Community Commercial (CC) to Small Lot Residential with a Development Standards overlay (RS/DS). The 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. RS is listed as a compatible implementing zone in the MDR land use designation. The proposed General Plan land use designation for the project site is Medium Density Residential (MDR). The proposed Small Lot Residential (RS) zone is listed as an implementing zone. According to both the General Plan and SVSP, the MDR land use designation applies to land characterized by small-lot single-family detached dwelling units and attached patio homes, halfplexes, duplexes, townhouses, condominiums, and mobile home parks. Detached single-family is listed as one of the primary uses and the applicable development guidelines include a density of 7.0 to 12.9 dwelling units per gross developable acre. The proposed project is a 53-unit detached single-family subdivision with a density of 7 units per gross developable acre (excluding the right-of-way/landscape corridors), which is consistent with the MDR land use designation.

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 and local streets but does not include land uses separated by major arterials (e.g., Pleasant Grove Bl. and Westbrook Bl.). The proposed MDR land use of Parcel WB-42B is considered to be compatible with the adjacent Low-Density Residential (LDR) land use of parcels WB-1A and WB-2B to the south and west within the Heritage Solaire development. Residential land uses including LDR, MDR, and HDR are found to be conditionally compatible with Community Commercial (CC) uses. Therefore, parcel WB-42B is conditionally compatible with existing commercial parcel WB-42A to the north. This is similar to the existing condition, which includes residential parcel WB-1B adjacent to the existing commercial parcel. The compatibility of the two parcels will be addressed with the soundwall proposed on the boundary line between the two parcels as well as during the development of the commercial parcel including loading dock location or other design interventions. In conclusion, staff finds the proposed rezone is consistent with the requirements of the General Plan and SVSP for the MDR land use, and the project will not adversely affect the public interest, safety, or welfare of the City.

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 Sierra Vista 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 fifth amendment of the Development Agreement by and between the City of Roseville and Westpark S.V. 400, LLC, relative to the SVSP (or the “Westbrook DA”). The Westbrook DA will be amended to reflect the proposed land use change as well as implement two new sections related to Parks fees.

Land Use Change: Section 2.2 of the DA will be revised to reflect the addition of 53 units and 7.5 MDR acres of land to the Westbrook area. The subtraction of 7.5 acres of CC land is also reflected in this section.

Parks fees: New Section 3.12.3.2 is proposed to be added to the DA relating to the Neighborhood Park In-Lieu fee. The existing Section 3.12.3 covers neighborhood park fees for the balance of the DA land area. This new section is applicable only to parcel WB-42B. The in-lieu fee shall be \$4,535 per MDR unit constructed and is subject to annual adjustments based on the Construction Cost Index (CCI). This section is proposed to be added in order to bring the neighborhood park fee for WB-42B in line with other DAs in the SVSP, which utilize a means of assessment that has outpaced the CCI.

New section 3.14.11 is proposed to be added to the DA relating to a Community Parks Public Benefit Fee. The Community Parks Public Benefit Fee shall be \$5,000 per MDR unit with WB-42B and shall be paid at the time of building permit. This fee is provided separate from and above the existing Park fees required of the property in the Westbrook DA. As previously discussed in this report, this additional fee provides a public benefit consistent with the requirement set forth in the City’s Guidelines for Conversion of Non-Residential Land Uses policy document.

Items that are not addressed in this amendment are subject to the terms of the original DA and prior Amendment. In summary, City staff has found the proposed DA Amendment to be consistent with the General Plan, SVSP, and the Zoning Ordinance. The DA Amendment 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 DA Amendment is consistent with items 1-5 above.

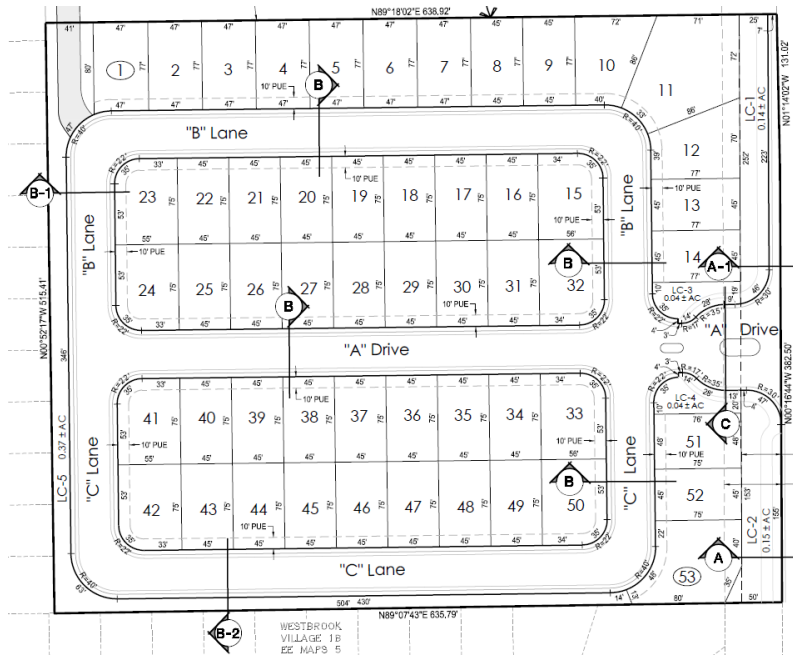
EVALUATION: TENTATIVE SUBDIVISION MAP

Section 18.06.180 of the City of Roseville Subdivision Ordinance requires that three findings be made in order to approve or conditionally approve a Tentative Subdivision Map. The three findings are listed below in ***bold, italics*** and are followed by an evaluation of the map in relation to each finding.

- 1. The size, design, character, grading, location, orientation, and configuration of lots, roads and all improvements for the tentative subdivision map are consistent with the density, uses, circulation and open space systems, applicable policies and standards of the General Plan and the Community Design Guidelines, and the design standards of Title 18 (Subdivision Ordinance) of the Roseville Municipal Code.***

The applicant is proposing to subdivide the parcel into 53 residential lots and five (5) landscape lots for a total of 58 lots (see Figure 4). The proposed unit density is 7 units per acre, which is consistent with the MDR land use designation. Adequate access and circulation is provided to each parcel to facilitate development of the small lots. Access to the subdivision will be provided from Westbrook Bl. on the eastern side of the parcel. All single-family lots are oriented with frontage on public streets. The subdivision layout and street design were reviewed by the City's Engineering Division and Fire Department and was found to provide adequate street widths for circulation and emergency response. Because there is only one public entrance to the subdivision, the required secondary point of access is provided via an Emergency Vehicle Access (EVA) easement and road in the northwest corner of the parcel. This road will travel north through WB-42A to Pleasant Grove Boulevard.

Figure 4: Tentative Subdivision Map for Parcel WB-42B



The Map Act and Subdivision Ordinance do not contain any maximum or minimum lot sizes. Instead, these standards are contained within the Zoning Ordinance and SVSP. The project parcels are proposed to have a zoning designation of Small Lot Residential with Development Standards (RS/DS). A developer may either use the RS/DS development standards established in the SVSP, applicable Development Agreement, or may adopt adjusted standards through the Design Review Permit for Residential Subdivisions (DRRS) entitlement. Here, the applicant proposes to use the RS/DS development standards contained in the applicable Westbrook DA. These standards are included as Attachment 5. Pursuant to Zoning Ordinance Section 19.10.045, a DRRS application is required for all single-family housing units on property with the MDR land use designation. Since the home builder for the proposed subdivision is unknown at this time, Condition #8 has been added to the Tentative Subdivision Map that requires the future home builder to submit for a DRRS, which will allow staff to review the proposed architecture and home designs. Detailed information (e.g., floor plans, architectural styles, colors and materials, etc.) shall be provided at that time.

The SVSP includes design standards applicable to subdivision design, including guidelines for the locations of paseos. SVSP Figure B-5, Paseo Plan, shows a paseo sidewalk with a width of 10 feet in the landscape corridor along Westbrook Boulevard. Consistent with the SVSP, the proposed subdivision map provides a 35-foot landscape corridor along Westbrook Boulevard with an 8-foot landscape strip, 10-foot walk, and then a 17-foot landscape between the walk and the masonry wall adjacent to the proposed lots.

During project review, the Environmental Utilities Department evaluated the water and sewer demands based on the proposed land use designations and unit allocations proposed with the subdivision and concluded the proposed changes to the land use designation and unit allocation will have a negligible effect on planned demands on sewage services; therefore, there will be no impacts to the existing requirements established by the Regional Water Quality Control Board.

EVALUATION: LOT LINE ADJUSTMENT

The Subdivision Ordinance does not list any required findings for a Lot Line Adjustment (LLA); however, a LLA must comply with the following criteria listed below. Each criterion is listed in ***bold italic*** font, followed by an evaluation.

1. Compliance with the City of Roseville General Plan.

Currently, the two affected properties (Parcel 1 to the north and Parcel 2 to the south) both have a land use designation of Community Commercial (CC). The applicant proposes to amend the land use of Parcel 2 from CC to Medium-Density Residential (MDR-7). As discussed above, the proposed Parcel 2 is able to accommodate a subdivision that is consistent with required development standards and Parcel 1 is able to accommodate a conceptual future commercial center consistent with the existing CC land use. Therefore, both proposed parcels are consistent with the proposed General Plan land use designations.

2. Compliance with the Zoning Ordinance for the district in which it is located.

Parcel 1 has a zoning designation of Community Commercial (CC). The zoning ordinance does not contain minimum lot size standards for the CC zone. Rather, the zoning ordinance contains a list of permitted uses. The conceptual commercial site plan provided with the application shows three buildings that could contain a range of uses permitted in the CC zone including grocery, restaurant, and personal services. Parcel 1 is therefore in compliance with the CC district. Parcel 2 is proposed to be rezoned from CC to Residential Small Lot with Development Standards (RS/DS). The Zoning Ordinance provides development standards for lot size, dimensions, and setbacks for properties with a zoning designation of RS/DS. However, the applicant is also able to rely on the Westbrook Development Agreement, which has a similar set of development standards. As discussed above, the proposed subdivision is consistent with the DA development standards and is therefore in compliance with the RS/DS zoning district.

3. Compliance with the local building regulations.

The California Building Code (CBC) establishes building regulations based upon the type of construction, the use of a building or structure and a building's proximity to other buildings and property lines. As discussed, the conceptual commercial site plan and the proposed subdivision on Parcel 1 and Parcel 2 align with the expected development pattern for the respective zoning and land use designations and will not prevent future structures from complying with the local building code regulations and the required building setbacks from the property lines.

4. Provisions for relocation of existing infrastructure or easements.

There is an existing Public Utility Easement (PUE) and Emergency Vehicle Access Easement (EVA) on the western edge of Parcel 1. The applicant proposes to extend the PUE and EVA down along the western edge of Parcel 1 to the northwestern corner of Parcel 2. The Engineering Division and other applicable departments have reviewed the proposed infrastructure and easements.

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 notification of the project was posted on the Roseville Coalition of Neighborhood Associations (RCONA)'s website. A notice of the public hearing was published in the Roseville Press Tribune on September 13, 2024 and a notice of the hearing was also distributed to all property owners within 300 feet of the site and posted on the RCONA website.

Two community meetings were held for this project. The first meeting on 8/15/24 was held with the Heritage Solaire Community HOA and there were approximately 60 residents in attendance. The second meeting was held on 9/3/24 during the quarterly Solaire Neighborhood Association meeting and had approximately the same number of residents in attendance. From these two meetings staff compiled a list of interested individuals for the project who signed up to be notified about project updates but may be located outside the 300 ft mailing radius. The list totaled 50 residents.

The feedback from the public and applicant response was similar in both neighborhood meetings.

Residents Against the Project: Many of the attendees had varying levels of concern about the potential loss of commercial land within the vicinity of their homes. The residents would prefer to keep the parcel as 14.5 acres of Community Commercial land to increase the potential commercial options. Many cited the proximity to commercial Parcel WB-42 as a reason for choosing to live in this area. Residents cited near term changes to the area that will improve the prospects of marketing a commercial site of this size such as the new soccer complex under construction on Westbrook Blvd. to the north as well as the continued buildout of residential development in the Sierra Vista Specific Plan and nearby areas of unincorporated Placer County including the future Regional University. Residents feel the applicant is proposing changes too soon and that the area will be more than able to absorb a 14.5-acre commercial site in the near future. These feelings are echoed in the Rosenlieb, Flynn Nevins, and Faulk letters attached to this report (Attachments 6-8).

Applicant in Favor of the Project: In both meetings, the applicant stated that they have been marketing the existing site for eight years without interest from commercial developers. The applicant cited the recent construction of Raley's, Safeway, and Nugget groceries in the area, which represent the three grocers that would be most likely to anchor a shopping center of this size. According to the applicant, those grocers have not shown interest in Parcel WB-42. The applicant feels that the proposed project will "right-size" the commercial parcel to create a more manageable parcel size. The applicant cites market trends due to e-commerce and other forces leading to smaller building sizes, which will be better accommodated in a smaller commercial project. The applicant provided a market study completed by MXD Development Strategists to provide additional context to bolster these market trends. The applicant cited their own previous work on the Village Center project, which now includes MoJoe's Café and kitchen 747. That parcel was formerly 13 acres in size and sat undeveloped. The applicant similarly reduced the parcel by half, to two approximately 3-acre commercial sites in 2017 and the parcels were bought and developed in the years shortly after.

Residents For the Project: A smaller group of residents are in favor of the project. These are generally residents that live directly adjacent to the project on Starry Night Ln. and Gemini Ln. within the Heritage Solaire development. These residents prefer to have a residential land use behind their homes and are in support of the single-loaded street proposed with the subdivision map for WB-42B to provide a setback from future homes.

ENVIRONMENTAL DETERMINATION

Consistent with CEQA Guidelines Section 15164, regarding previously certified and adopted Environmental Impact Reports (EIR), an Addendum to the Sierra Vista Specific Plan EIR (SCH #2008032115, certified May 5, 2010) has been prepared to cover the minor technical changes and additions necessary to describe the impacts of the proposed project. The Addendum did not identify any new environmental impacts from the project. As such, staff recommends the Planning Commission consider the Addendum prior to taking action on this project.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Consider the **13th Addendum to the Sierra Vista Specific Plan EIR**;
2. Recommend the City Council adopt a resolution approving the **GENERAL PLAN AMENDMENT – 2931 PLEASANT GROVE BL. – SVSP PCL WB-42 – REZONE AND LAND USE AMENDMENT – FILE #PL24-0397**;
3. Recommend the City Council adopt a resolution approving the **SPECIFIC PLAN AMENDMENT – 2931 PLEASANT GROVE BL. – SVSP PCL WB-42 – REZONE AND LAND USE AMENDMENT – FILE #PL24-0397**;
4. Recommend the City Council adopt the two (2) findings of fact and approve the **REZONE – 2931 PLEASANT GROVE BL. – SVSP PCL WB-42 – REZONE AND LAND USE AMENDMENT – FILE #PL24-0397**;
5. Recommend the City Council adopt the five (5) findings of fact and approve the **FIFTH AMENDMENT TO THE SVSP WESTBROOK DEVELOPMENT AGREEMENT – 2931 PLEASANT GROVE BL. – SVSP PCL WB-42 – REZONE AND LAND USE AMENDMENT – FILE #PL24-0397**; and
6. Adopt the three (3) findings of fact and approve the **TENTATIVE SUBDIVISION MAP – 2931 PLEASANT GROVE BL. – SVSP PCL WB-42 – REZONE AND LAND USE AMENDMENT – FILE #PL24-0397** subject to fifty-nine (59) conditions of approval; and
7. Approve the **LOT LINE ADJUSTMENT – 2931 PLEASANT GROVE BL. – SVSP PCL WB-42 – REZONE AND LAND USE AMENDMENT – FILE #PL24-0397** subject to eight (8) conditions of approval.

CONDITIONS OF APPROVAL FOR THE TENTATIVE SUBDIVISION MAP, FILE #PL24-0397

1. This Tentative Subdivision Map approval shall be effectuated within a period of two (2) years from September 26, 2024 and if not effectuated shall expire on September 26, 2026. Prior to said expiration date, the applicant may apply for an extension of time. (Planning)
2. The project is approved as shown in **Exhibits A-H** and as conditioned or modified below. (Planning)
3. The Tentative Subdivision Map shall not be deemed approved until the actions on the Rezoning, Development Agreement and Specific Plan Amendment are approved and become effective. (Planning)
4. The approval of a Tentative Map and/or tentative site plan does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. The Developer shall submit civil drawings to the Department of Development Services – Engineering Division for review and approval. (Engineering)
5. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. Project billing may occur up to two (2) months after the end of warranty or the Notice of Termination date for the SWPPP, whichever occurs later. (Engineering, Environmental Utilities, Electric, Finance)
6. The design and construction of all improvements shall conform to the Design and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)

7. The applicant shall not commence with any on-site improvements or improvements within the right-of-way until such time as grading and/or improvement plans have been submitted for review and are approved with grading and/or encroachment permits issued by the Department of Development Services – Engineering Division. (Engineering)
8. Prior to issuance of building permits for construction of homes within the subdivision, the home builder shall be required to submit for a Design Review for Residential Subdivision (DRRS) to review the proposed architecture and home designs. Detailed information (e.g., floor plans, architectural styles, colors and materials, etc.) shall be provided at that time. (Planning)
9. The project shall comply with all required environmental mitigation identified in the Sierra Vista Specific Plan EIR, and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)

PRIOR TO ISSUANCE OF A GRADING PERMIT AND/OR IMPROVEMENT PLANS

10. Landscape Plans for all landscape corridors and all landscaped common areas shall be approved with the improvement plans. Landscaping shall be installed for Substantial Completion of the subdivision improvements. Landscape corridors shall also successfully complete the required establishment period. The landscape plan shall comply with the Sierra Vista Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning, Engineering, Parks, Fire, Environmental Utilities)
11. The grading and improvement plans shall be designed in accordance with the City's Improvement Standards and Construction Standards and shall reflect the following:
 - a. Street improvements including, but not limited to, curb, gutter, sidewalk, pavement, drainage systems, traffic striping, signing, medians and markings, etc. along all existing and proposed City streets, as required by Engineering.
 - b. Grading shall comply with the City grading ordinance. Erosion control devices (sediment traps, ditches, straw bales, etc.) shall be shown on the grading plans. All erosion control shall be installed prior to the onset of wet weather. Erosion control is installed to minimize silt discharge from the project site. It is incumbent upon the applicant to ensure that necessary measures are taken to minimize silt discharge from the site. Therefore, modification of the erosion control plan may be warranted during wet weather conditions.
 - c. A rough grading permit may be approved by the Engineering Department prior to approval of the improvement plans.
 - d. Standard Accessible ramps shall be installed at all applicable curb returns per City Standards. (Engineering)
12. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to the Engineering Division prior to approval of any plans. (Engineering)
13. The applicant shall apply for and obtain an encroachment permit from the Engineering Department prior to any work conducted within the City right-of-way. (Engineering)
14. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During site inspection Engineering will designate the exact areas to be reconstructed. (Engineering)

15. All Lots/Parcels shall conform to Class 1 drainage, pursuant to the adopted City of Roseville Improvement Standards, except as shown on the tentative map or as approved in these conditions. (Engineering)

16. The following note shall be added to the Grading and/or Improvement Plans:

To minimize dust/grading impacts during construction the applicant shall:

- a. *Spray water on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities throughout the day.*
- b. *Use tarpaulins or other affective covers on all stockpiled earth material and on all haul trucks.*
- c. *Sweep the adjacent streets frontages at least once a day or as needed to remove silt and other dirt which is evident from construction activities.*
- d. *Ensure that construction vehicles are cleaned prior to leaving the construction site to prevent dust and dirt from being tracked off site.*
- e. *The City shall have the authority to stop all grading operations, if in the opinion of city staff, inadequate dust control measures are being practiced or excessive wind conditions contribute to fugitive dust emissions. (Engineering)*

17. 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)

18. 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)*

19. The applicant shall dedicate all necessary rights-of-way for the widening of any streets required with this entitlement. If necessary, a separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Engineering)

20. The applicant shall provide a right-turn deceleration lane along the project frontage north of the entry for southbound vehicular traffic on Westbrook Boulevard for entry into the subdivision. The lane will consist of an auxiliary lane with striping to provide the taper for the deceleration lane. (Engineering)

21. If the applicant proposes a private subdivision, provide an entrance layout per City standard detail ST-25, or modified entrance to the satisfaction of the City Engineer. (Engineering)

22. The grading plans for the site shall be accompanied with a shed map that defines that area tributary to this site. All drainage facilities shall be designed to accommodate the tributary flow. All on-site storm drainage shall be collected on site and shall be routed to the nearest existing storm drain stub of natural drainage coarse. (Engineering)

23. 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, which includes trash capture requirements. 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. (Engineering)

24. The grading plans shall be accompanied with engineered structural calculations for all retaining walls greater than 4 feet in height. All retaining walls shall be of either split faced masonry units, keystone type construction, or cast in place concrete with fascia treatment. (Engineering)
25. 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)
26. 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, prior to the approval 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)
27. Sight distances for all driveways (excluding residence 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)
28. **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)
29. 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)
30. Water and sewer infrastructure shall be designed and constructed pursuant to the adopted City of Roseville Improvement Standards and Construction Standards and shall reflect the following:
 - a. Sewer and water service laterals shall not be allowed off of water and sewer mains larger than 12 inches in diameter.
 - b. Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12 feet unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.
 - c. Water and sewer mains shall not exceed a depth of 12 feet below finished grade, unless authorized in these conditions.
 - d. All sewer manholes shall have all-weather 10-ton vehicular access unless authorized by these conditions. (Environmental Utilities)

31. 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)
32. Any backflow preventers visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventers shall be screened with landscaping and shall comply with the following criteria:
 - a. There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventer to the landscaping.
 - b. For maintenance purposes, the landscaping shall be installed on a maximum of three sides and the plant material shall not have thorns.
 - c. The control valves and the water meter shall be physically unobstructed.
 - d. The backflow preventer shall be covered with a green cover that will provide insulation. (Environmental Utilities)
33. A note shall be added to the Improvement Plans stating that all water backflow devices shall be tested and approved by the Environmental Utilities Department prior to the Notice of Completion for the improvements. (Environmental Utilities)
34. Fire hydrants shall be located as required by the Fire Department. The maximum distance between fire hydrants shall not exceed 500' on center. (Fire)
35. Minimum fire flow is 1,500 gallons per minute with 20 pounds of residual pressure. The fire flow and residual pressure may be increased, as determined by the Fire Marshall, where the project utility lines will serve non-residential uses. (Fire)
36. 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)
37. All Electrical Department facilities, including street lights where applicable, shall be designed and built to the "City of Roseville Specifications for Residential Trenching". (Electric)
38. The design for electrical service for this project will begin when the Electric Department has received a full set of improvement plans for the project. (Electric)
39. All landscaping in areas containing electrical service equipment shall conform to the "Electric Department Landscape Design Requirements" as outlined in Section 7.00 of the Electric Department's "Specifications for Residential Trenching." (Electric)
40. The location and design of the gas service shall be determined by PG&E. The design of gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)
41. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

PRIOR TO OR UPON RECORDATION OF FINAL/PARCEL MAP

42. All existing easements shall be maintained, except for the partial abandonment of the PUE fronting Westbrook Boulevard shown on the tentative map, or unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering) (Environmental Utilities, Electric, Engineering)
43. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor. (Alternative Transportation, Environmental Utilities, Electric, Engineering)
44. A declaration of Conditions, Covenants and Restrictions (CC&Rs), in a form approved by the City Attorney, shall be recorded on the entire property concurrently with the Final/Parcel Map. The CC&Rs shall include the following items: (Attorney, Planning)
- a. A clause prohibiting the amendment, revision or deletion of any sections in the CC&Rs required by these conditions of approval without the prior written consent of the City Attorney.
 - b. A clause excluding any property owned by the City from the terms of the CC&Rs.
 - c. The developer shall disclose to all residential and nonresidential buyers that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of the groundwater well. For infill projects this is not applicable. (Engineering)
 - d. The developer shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multi-family and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers. For infill projects this is not applicable. (Engineering)
45. The City shall not approve the Final Map for recordation until either:
- a. A subdivision agreement is entered into along with the necessary bonds and insurance as required by the City. Said agreement shall be in a form acceptable to the City Attorney.
- OR
- b. The improvement plans are approved, and the improvements are constructed and accepted as complete. In this case, the subdivider shall enter into a one-year maintenance agreement concurrent with the recordation of the Final Map. (Engineering)
46. Lot/Parcel LC-1 and LC-2 shall be dedicated as a landscape/pedestrian/public utility easement and in fee to the City for the as open space. (Engineering)
47. Lot/Parcel LC-3, LC-4, and LC-5 shall be owned by an HOA and privately maintained. (Planning)
48. Street names shall be approved by the City of Roseville. (Engineering)
49. If this project is designed as a private subdivision, the interior streets shall be owned and maintained by the Home Owners Association. A public utility easement and emergency vehicle access easement shall be dedicated to the City across all private streets. If the project remains a public subdivision, then all streets shall be dedicated as public right of way to the City, in fee, with an irrevocable offer of dedication, and public utility easements shall be required at back of walk, per City requirements. (Engineering)

50. 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)
51. The Final/Lot/Parcel/Parcel Map shall be submitted per, "The Digital Submittal of Cadastral Surveys". Submittal shall occur after Engineering approval but prior to Council approval. (Engineering)
52. Electric construction costs incurred by the City of Roseville Electric Department for this project shall be paid for by the developer per the applicable policy. (Electric)
53. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

OTHER CONDITIONS OF APPROVAL

54. Any relocation, rearrangement, or change to existing electric facilities due to this development shall be at the developer's expense. (Electric)
55. It is the responsibility of the developer to insure that all existing electric facilities remain free and clear of any obstructions during construction and when the project is complete. (Electric)
56. Existing public facilities damaged during the course of construction shall be repaired by the applicant, at the applicant's expense, to the satisfaction of the City. (Engineering)
57. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday. Provided, however, that all construction equipment shall be fitted with factory installed muffling devices and that all construction equipment shall be maintained in good working order. (Engineering)
58. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor shall notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable or not and if site remediation is required. Non-emergency releases or notifications about the presence of containers found shall be reported to the Fire Department. (Fire)
59. All plant material shall be maintained under a 30 calendar day establishment period after initial planting. Upon completion of the establishment period, all plant material shall remain under warrantee for an additional 9 months minimum. Any plant material which does not survive during the establishment period shall be immediately replaced. Any trees or shrubs which do not survive during the warrantee period shall be replaced one month prior to the end of the warrantee period. Tree or shrub replacement made necessary due to acts of God, neglect or vandalism shall be exempt from the warrantee. (Parks, Recreation, and Libraries)

CONDITIONS OF APPROVAL FOR THE LOT LINE ADJUSTMENT, FILE #PL24-0397

1. The Lot Line Adjustment is approved as shown in **Exhibit H**. (Planning, Engineering)
2. The following shall be submitted to Engineering prior to recordation of the Voluntary Merger or Lot Line Adjustment:
 - a) Two copies of property boundary description with exhibit map (8.5" x 11" sheet), and one copy of boundary closure calculations for resulting lots. These items shall be stamped and signed by a California Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying.

- b) One copy of the Conditions of Approval.
 - c) A completed Property Owner Consent Form.
 - d) Deed to convey interest in the property.
 - e) Preliminary title report no older than six months for all properties involved. (Engineering)
- 3. If surveying monuments are placed as a result of this Property Line Adjustment, it will be the responsibility of the Surveyor to record a Record of Survey with the County Recorder's Office. (Engineering)
 - 4. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering)
 - 5. The applicant shall submit to the Development Services - Engineering Division a paper copy and an electronic copy of the recorded Voluntary Merger or Lot Line Adjustment per the "Digital Submittal of Cadastral Surveys." (Environmental Utilities)
 - 6. Prior to recordation of the Lot Line Adjustment, the applicant shall pay the City's surveyor's processing and consulting fee of \$150. (Engineering)
 - 7. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor. (Environmental Utilities, Electric, Engineering)
 - 8. Any relocation, rearrangement, or change to existing City facilities due to this Voluntary Merger or Lot Line Adjustment shall be paid for by the applicant. (Engineering, Environmental Utilities, Electric)

ATTACHMENTS

- 1. Guidelines for Conversion of Non-Residential Land Uses
- 2. Fiscal Impact Analysis
- 3. Affordable Obligation Consideration
- 4. MXD Market Study
- 5. Westbrook DA Development Standards
- 6. Flynn-Nevins Comment Letter
- 7. Rosenlieb Letter
- 8. Faulk Comments

EXHIBITS

- A. 13th Addendum to the SVSP EIR
- B. SVSP Parcel WB-42 GPA Exhibit
- C. SVSP Change Pages
- D. SVSP Parcel WB-42 Rezone Exhibit
- E. Third Amendment to the Westbrook DA – redlines
- F. Third Amendment to the Westbrook DA – clean
- G. Tentative Subdivision Map
- H. Lot Line Adjustment

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.

Guidelines for Conversion of Non-Residential Land Uses

August 4, 2004

Intent:

In response to pressures to convert portions of the City's non-residential land use inventory the City has developed the following guidelines for the consideration of land use changes. The intent of the guidelines is to articulate the City's expectations relating to land use change proposals. These guidelines are to be applied as performance measures in the preparation and review of any such proposals. The guidelines are not intended to be inclusive of all City development requirements, but rather supplement those requirements by identifying or emphasizing concepts particularly important or unique to potential land use changes. It is expected that the City's emphasis on certain concepts or requirements will change overtime. Therefore, the guidelines are to be a fluid document to be revisited every two years and updated to reflect the City's present need.

In consideration of the unique attributes and constraints of various areas of the City, the guidelines have been divided in two areas those guidelines that are applicable to the infill area and those that are applicable to the balance of the City. A map depicting these areas is attached.

Infill

The overarching goal to be applied to land use changes within the infill portion of the City is to encourage and emphasize reinvestment and revitalization without creating undue burdens and barriers to development while preserving neighborhood compatibility.

1. Infill properties are identified as those properties located within the City's infill planning area as designated on the City's Zoning Map.
2. Parks obligation to include payment of citywide and neighborhood park fees. Neighborhood Park fees are to be applied to infill neighborhood park improvements as identified on an infill park CIP projects list. Where the Parks Department demonstrates a park need a Parkland dedication or in-lieu park fee for land dedication may be negotiated and evaluated on a project by project basis, based on the nature of the project and the benefit to the City.
3. Encourage the use of private passive open space in-lieu of land dedication for infill projects.
4. Off site utilities (e.g. water, sewer, electric) that serve more than the specific project are not the sole responsibility of the project. Over-sizing of improvements or upgrading to City standards may be available for City reimbursement. The City may develop a CIP for off site improvements for which a project may pay an impact fee in lieu of constructing the improvement. Each project shall be reviewed on a case-by-case basis and shall be conditioned accordingly.
5. School impacts shall be mitigated through new impact agreements executed to reflect the payment of the City's existing infill school impact fees.
6. New housing development shall meet the City's 10% goal (4% affordable to very low, 4% affordable to low, and 2% affordable to middle income) except redevelopment areas shall provide 15%. (Of those 40% affordable to very low income and the balance affordable to low/middle income).
7. A land use change on the Placer County Fair Grounds shall require a master plan.

8. Encourage higher density residential mixed-use projects with consideration to the relaxing of any one guideline or multiple guidelines to promote and provide incentives for innovative higher density residential mixed-use projects.

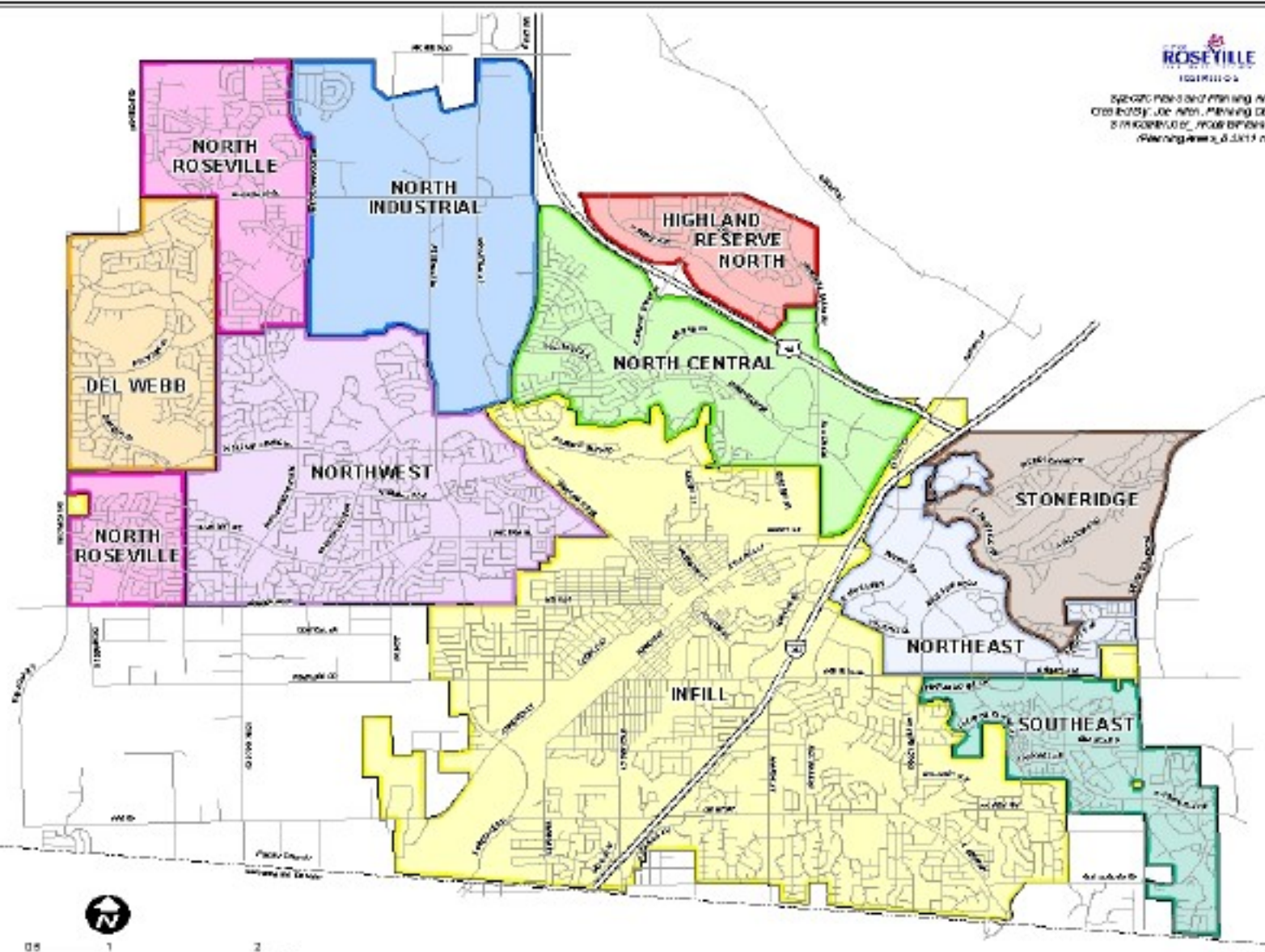
Balance of the City

The overarching goal to be applied to land use changes for the balance of the City is to maintain the City's fiscal balance and prevent the loss of jobs and existing job centers while maintaining a balanced community.

1. Balance of the City includes properties within all specific plans and the North Industrial Plan area.
2. A region wide employment and land inventory study shall be required of each project that is equal to or greater than 50 acres.
3. Land use changes will not have a negative fiscal impact to the City. Each project shall be modeled individually for citywide impacts utilizing the City's fiscal model.
4. Projects that are 50 acres or greater in size shall maintain employment options and a favorable jobs housing balance.
5. New housing development shall meet the City's 10% goal consistent with the Housing Element (4% affordable to very low, 4% affordable to low, and 2% affordable to middle income).
6. Projects shall provide a specific public benefit that may be in the form of a community benefit fee.
7. Increases in general fund service demands shall be mitigated by establishment of or annexation into a Community Facilities Mello Roos Assessment District to offset the costs of the project. The assessment may be utilized to offset the cost of the following: public safety; parks and open space maintenance; storm water management; and other costs identified by the City.
8. Parks obligation to include payment of citywide and neighborhood park fees. Active park needs shall be provided by the project. An in-lieu parkland dedication fee may be negotiated in lieu of land based on the project. For each acre of parkland dedication mitigated by an in-lieu fee a corresponding in-lieu fee shall be paid for park improvements. The in-lieu fees shall provide improvements of local benefit.
9. Place emphasis on the dedication of parklands within specific plan areas rather than acceptance of and in-lieu fee for land dedication.
10. Utilities (e.g. water, sewer, electric) shall not be impacted as to conveyance or capacity.
11. School impacts shall be mitigated through new impact agreements executed with the school districts to ensure that the projects student generation is accommodated.
12. Residential units not utilized within a specific plan area shall be reallocated within that plan area and school district. Otherwise, requests for units shall be considered as additive to the City's existing unit allocation.
13. Encourage higher density residential mixed-use projects with consideration to the relaxing of any one guideline or multiple guidelines to promote and provide incentives for innovative higher density residential mixed-use projects.



Specific Plans and Planning Areas
Created by Joe Allen, Planning Dept. Manager
5/1/2010, Roseville Planning
Planning Area 6.0/1.17.2010



SPECIFIC PLANS & PLANNING AREAS

DRAFT MEMORANDUM

To: Sean Morales, Associate Planner, City of Roseville
CC: John Tallman, Partner, Westpark Communities
From: Jamie Gomes and Emilio Balingit
Subject: Sierra Vista Specific Plan Parcel WB-42 Rezone
Fiscal Impact Analysis; EPS #242083
Date: July 31, 2024

The Economics of Land Use



Introduction

Westpark SV 400, LLC (Applicant) retained Economic & Planning Systems, Inc. (EPS) to prepare the Fiscal Impact Analysis (Analysis) for the proposed rezone of the Sierra Vista Specific Plan (SVSP) Parcel WB-42 (Project)—an approximately 14.5-acre development located in the City of Roseville (City).

This Analysis examines the Project's estimated fiscal impact on the City's annual General Fund budget, based on the Fiscal Year (FY) 2023-2024 Adopted Budget. Specifically, the Analysis estimates whether projected revenues from the Project will cover the costs of delivering citywide services (e.g., police protection, fire protection, and parks and recreation) to the Project's residents and employees. The Analysis is based on the assumption that these services will be provided by the City.

At the City's request, EPS has analyzed the estimated fiscal impacts to the City for the following two land use scenarios:

- Scenario 1—Proposed Project (53 Medium-Density Residential homes and 7.0 acres of retail development)
- Scenario 2—Existing Zoning (14.5 acres of retail development)

*Economic & Planning Systems, Inc.
455 Capitol Mall, Suite 701
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax*

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

The following memorandum provides an overview of the Project and two scenarios. The memorandum then summarizes annual fiscal impacts of each Scenario assuming buildout of the Project area. Finally, the memorandum summarizes the methodology used to calculate the fiscal impacts and presents detailed calculations and result in the Appendices.

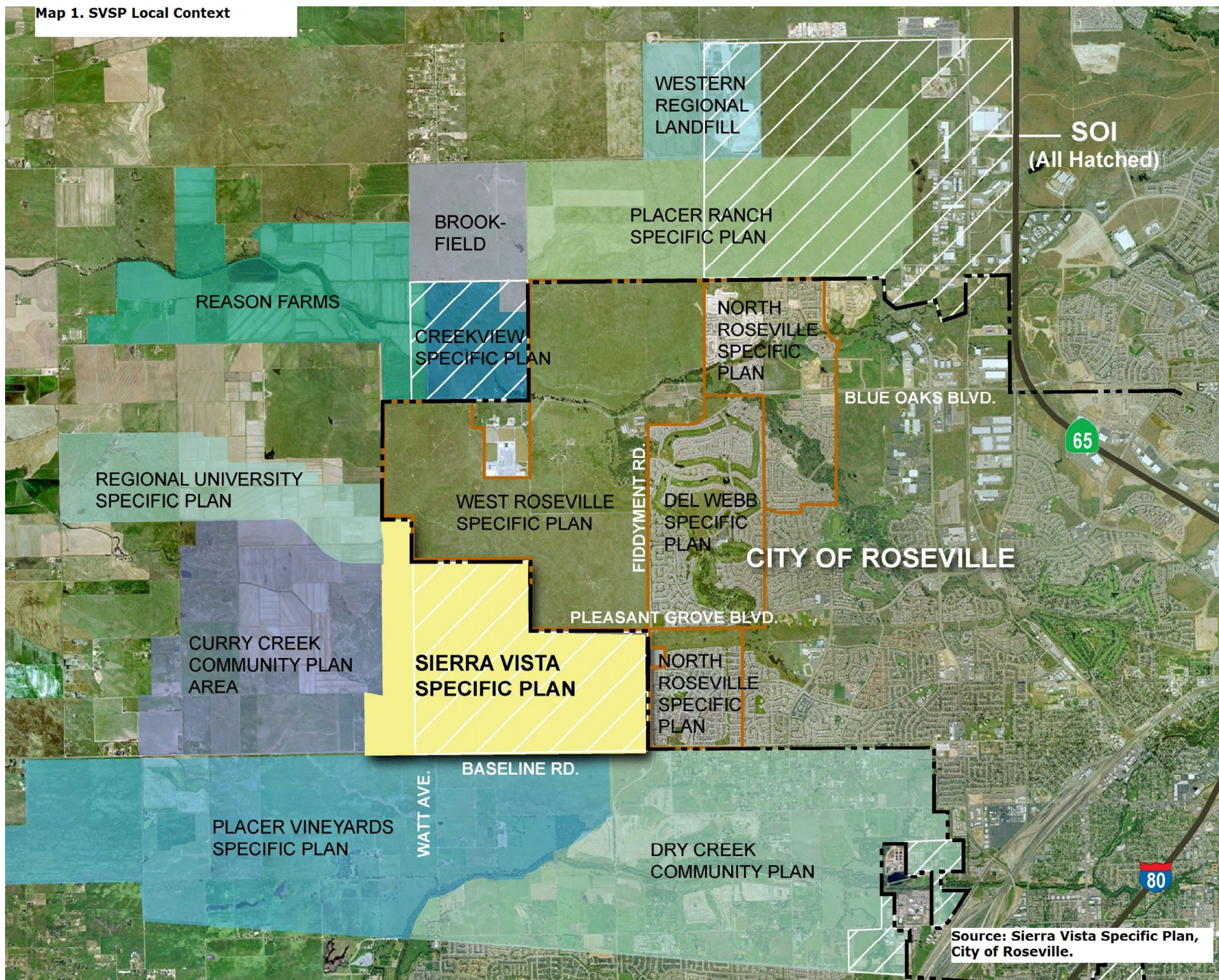
Project and Scenario Overview

The Project site is approximately 14.5 acres, located at the southwestern corner of the intersection of Pleasant Grove Boulevard and Westbrook Boulevard in the SVSP. **Map 1** shows the SVSP location in the local context of the City. The project site is bound by Pleasant Grove Boulevard to the north, Westbrook Boulevard to the east, and residential uses to the south and west. Currently, the Project site is zoned Community Commercial (CC) and is undeveloped. This analysis studies two development scenarios, described in further detail below and in **Table A-2**:

- **Scenario 1**, the proposed Project, includes subdividing Parcel WB-42 into two parcels, as shown on **Map 2**. The 7.5-acre southern parcel would be rezoned to Medium Density Residential (MDR), and further subdivided to provide lots for 53 single family homes. The 7.0-acre northern parcel would remain zoned as CC. For the purposes of this analysis, EPS assumes that the northern parcel would be developed with a floor area ratio (FAR) of 0.25, resulting in 76,230 square feet of retail uses.¹
- In **Scenario 2**, the entire parcel would remain zoned CC and would develop at 0.25 FAR, resulting in 158,341 square feet of retail uses.

¹ The 0.25 FAR assumption for CC-zoned properties is consistent with the development scenario analyzed in the Initial Study/Negative Declaration for the Westbrook amendment to the SVSP.

Map 1. SVSP Local Context



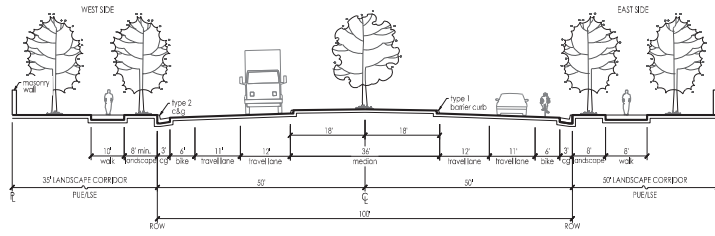
Map 2. Proposed Project

WESTPARK PHASE 3
VILLAGE 13A
CC MAPS 81

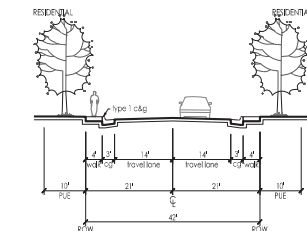
PLEASANT GROVE BLVD.

ABBREVIATION KEY

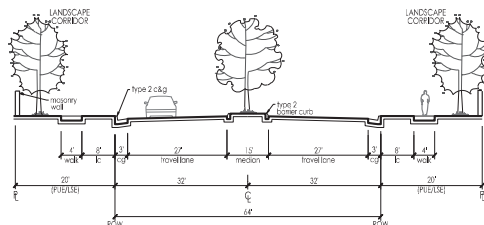
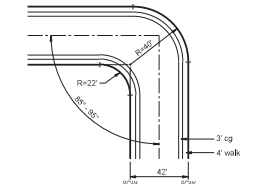
CG	Curb & Gutter
DN	Document Number
EAE	Emergency Access Esmt
EVA	Emergency Vehicle Access
ESMT	Easement
EX	Existing
LC	Landscape Corridor
PROP.	Proposed
PUE	Public Utility Easement
ROW	Right-of-Way
STD	Standard
TB	Top of Berm



WESTBROOK BOULEVARD
EXISTING ARTERIAL
n.t.s.



MINOR RESIDENTIAL STREET
ROSEVILLE STD DETAIL ST-2
42' ROW (attached sidewalk)
n.t.s.

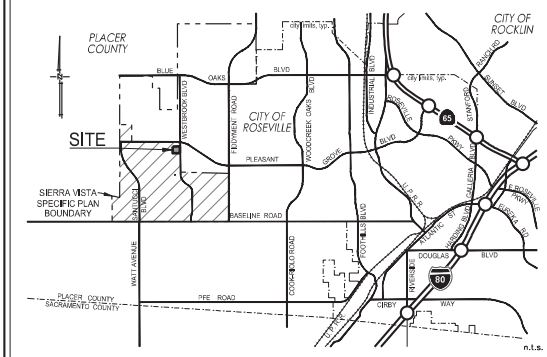


RESIDENTIAL ENTRY
MODIFIED ROSEVILLE STD DETAIL ST-25
n.t.s.

LAND USE SUMMARY

Lot No.	PVSP Designation	Land Use / Lot Size	Acres Gross	Acres Net	Dwelling Units	Density
VILLAGE	MDR	Single-Family Residential / 45' x 75'	7.54	6.76	53	7.0
LC-1	MUR	Landscape (Major Roads)		0.18		
LC-2	MDR	Landscape (Major Roads)		0.15		
LC-3	MDR	Landscape (Residential)		0.04		
LC-4	MDR	Landscape (Residential)		0.04		
LC-5	MDR	Landscape (Residential)		0.37		
Total			7.54	7.54	53	

VICINITY MAP



TENTATIVE MAP INFORMATION

APPLICANT:	Westpark SV 400, LLC 1420 Rocky Ridge Drive, Suite 265 Roseville, CA 95661
ENGINEER:	MACKAY & SOMPS CML ENGINEERS, INC. 1025 Creekside Ridge Drive, Suite 150 Roseville, CA 95678-3575 (916) 773-1189
ASSESSORS PARCEL NO:	496-100-099
SITE ACREAGE:	7.54 ± AC.
EXISTING LAND USE:	Community Commercial (CC)
PROPOSED LAND USE:	MDR
EXISTING ZONE:	CC
PROPOSED ZONE:	RS/DS
NUMBER OF MAPPED LOTS:	58 TOTAL MAPPED LOTS 53: MDR Small Lot Residential lots 2: Landscape Corridor lots (Major Roads) 3: Landscape Corridor lots (LC) (Residential)
SERVICE PROVIDERS	Roseville Joint Union High School District / Roseville City School District
SCHOOL DISTRICTS:	City of Roseville
PARKS & RECREATION:	City of Roseville
POLICE & FIRE PROTECTION:	City of Roseville
SANITARY SEWER:	City of Roseville
DOMESTIC & RECYCLED WATER:	City of Roseville
ELECTRIC SERVICES:	Pacific Gas & Electric Co. (PG&E)
NATURAL GAS:	AT&T Consolidated Communications
TELEPHONE:	Comcast/Consolidated Communications
CABLE:	

TENTATIVE MAP NOTES

- PROPERTY DESCRIPTION: Parcel 2 in Book 36 of Parcel Maps, Page 77, Placer County Records.
- Lot dimensions and acreages are approximate and are subject to change.
- Lot lines and lot areas may be adjusted at the time of Final Map(s) preparation provided no additional lots are created, subject to approval by the City of Roseville.
- The Final Mapping and subsequent development of parcels and streets may be phased. Project improvements are deferred to individual Small Lot Final Maps or project development plans.
- Pursuant to Government Code Section 66463.1, the subdivider may file multiple Final Maps based upon this Tentative Subdivision Map. The filing of a Final Map on a portion of this Tentative Subdivision Map shall not invalidate any part of this Tentative Subdivision Map.
- Pursuant to California Government Code Section 66499.20.2, the land shown herein may be merged and resubdivided without reversion to acreage and may constitute abandonment of portions of the existing right of way, subject to the approval of the City of Roseville, including the following:
 - A portion of the PUE to the City of Roseville per DN 2018.0076838 (to be abandoned).
- The Final Mapping and subsequent development of parcels and streets may be phased. Phasing is to be consistent with the performance criteria in the Development Agreement and applicable infrastructure phasing matrix.
- Additional easements to accommodate new public utility improvements, access required for parcel development, rights to construct, or other similar mapping requirements needed to accomplish the final design may be added prior to each Small Lot Final Map based on this Tentative Subdivision Map.
- Street sections are per the Sierra Vista Specific Plan (Chapter 6) and the Sierra Vista Design Guidelines (Appendix B), except as modified herein.
- A minimum 10' Public Utility Easement (PUE) will be located adjacent to all rights-of-way unless otherwise noted.
- Landscape corridor widths may be reduced for ancillary right-turn lanes, auxiliary lanes, bus turn-outs, standard tapers, and the like per the provisions in the Sierra Vista Specific Plan.
- The following lots are to be offered to the City of Roseville with the corresponding phase at the time of each Final Map: Lots LC-1 and LC-2.
- If Parcel WB-42 remains a public subdivision, the following lots are to be offered to the City of Roseville with the corresponding phase at the time of each Final Map: Lots LC-3, LC-4, and LC-5.
- Landscape corridor lots are not to be counted as "lots" towards any future boundary line adjustment.
- Design and placement of entry signage and masonry walls to be consistent with previous phases of the Solara project.
- Parcel WB-42 may be a gated community, to be determined at the time of Improvement Plans.
- If Parcel WB-42 is determined to be a gated community, the builder will be required to provide additional entry, gate, and fencing exhibits subject to the approval of the City of Roseville.



0 30 60 120
SCALE: 1"=60'

COVER SHEET
TENTATIVE SUBDIVISION MAP

PARCEL WB-42
a portion of the Sierra Vista Specific Plan

Roseville, CA

WESTPARK
COMMUNITIES

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

April 3, 2024

PLN 24-XXXX
Sheet 1 of 2

Overview of Results

The Analysis comparing the fiscal impacts to the City of the existing versus proposed zoning yielded the following results:

- **For both Scenarios, annual revenues are anticipated to exceed annual expenditures for the Project before and after accounting for estimated annual taxes from Community Facilities District (CFD) No. 3 (Municipal Services).** At buildout, the Project in **Scenario 1** is estimated to generate a net annual General Fund surplus of approximately \$258,600 before special taxes and assessments, and approximately \$285,100 after CFD No. 3 revenues (approximately \$26,700 in CFD No. 3 revenues). **Scenario 2** is estimated to generate a net annual surplus of approximately \$559,600 before special taxes and assessments, and \$580,535 after CFD No. 3 revenues (approximately \$20,935 in CFD No. 3 revenues). Please see **Table 1** for a comparison of results between the two scenarios. Even though **Scenario 1** reduces potential net revenues to the City's General Fund compared to **Scenario 2**, the rezone application does not create a situation where the rezoned land uses are anticipated to create a negative on the City's General Fund.
- **Estimated annual revenues in Scenario 1 are approximately \$295,000 lower as compared to Scenario 2.** With significantly more commercial square footage possible under the existing zoning, estimated annual sales tax revenues that may accrue to the City under **Scenario 2** are greater than compared to **Scenario 1**. The difference in estimated sales tax revenues is the primary driver in the total difference in estimated revenues between the 2 scenarios.
- **Scenario 1 is estimated to slightly increase annual expenditures at Project buildout by approximately \$55,000.** The proposed increase in residential land uses in **Scenario 1** increases the demand on City services as compared to **Scenario 2**. The main departments contributing to the increased expenditures are Parks, Recreation, and Libraries (\$24,700), Police (\$14,000) and Fire (\$10,400). The higher expenditures in this scenario primarily result from this scenario having a higher number of residents as a result of the rezone.
- **Both the proposed Project and the two development timelines under the existing zoning produce positive net present values (NPV) to the City's general fund.** The NPV calculation in this analysis shows the value of the revenues and expenditures over a 30-year time period in current year dollars, assuming a 3 percent discount rate that accounts for the decreased nominal value of future dollars. Because the timing of any development under

Table 1
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Estimated Revenue and Expenditure Summary Comparison (2023\$)

Item	Scenario 1	Scenario 2	Difference	
	Proposed Project	Existing Zoning	Total	Percent
GENERAL FUND				
Annual Revenues [1]				
Property Taxes	\$95,100	\$95,100	\$0	0.0%
Property Tax In Lieu of VLF	\$27,900	\$27,900	\$0	0.0%
Real Property Transfer Tax	\$2,100	\$1,700	\$400	23.5%
Sales Tax	\$164,500	\$321,800	(\$157,300)	(48.9%)
Sales Tax - Measure B	\$93,000	\$181,800	(\$88,800)	(48.8%)
Prop. 172 Sales Tax	\$4,500	\$8,900	(\$4,400)	(49.4%)
Hotel/Motel Tax	\$7,000	\$5,200	\$1,800	34.6%
Business License Tax	\$800	\$600	\$200	33.3%
Franchise Fees (Excl. Electric)	\$2,300	\$1,700	\$600	35.3%
Electric Franchise Fees	\$7,800	\$5,800	\$2,000	34.5%
Total Annual General Fund Revenues	\$405,000	\$650,500	(\$245,500)	(37.7%)
Annual Expenditures [2]				
City Council	\$100	\$100	\$0	0.0%
City Manager	\$1,100	\$800	\$300	37.5%
Public Affairs and Communications	\$1,000	\$700	\$300	42.9%
City Attorney	\$1,600	\$1,200	\$400	33.3%
Finance	\$2,900	\$2,200	\$700	31.8%
Human Resources	\$1,500	\$1,100	\$400	36.4%
City Clerk	\$600	\$500	\$100	20.0%
Police	\$55,200	\$41,200	\$14,000	34.0%
Fire	\$41,000	\$30,600	\$10,400	34.0%
Economic Development	\$700	\$500	\$200	40.0%
Parks, Recreation & Libraries	\$24,700	\$0	\$24,700	N/A
Public Works	\$10,100	\$7,600	\$2,500	32.9%
Development Services	\$5,900	\$4,400	\$1,500	34.1%
Total Annual General Fund Expenditures	\$146,400	\$90,900	\$55,500	61.1%
Annual General Fund Surplus/(Deficit)	\$258,600	\$559,600	(\$301,000)	(53.8%)
CFD No. 3 [3]	\$26,500	\$20,935	\$5,565	21.0%
Subtotal Net Annual Surplus/(Deficit) Including CFD No. 3	\$285,100	\$580,535	(\$295,435)	(103.6%)

Source: City of Roseville FY 2023-24 Adopted Budget; EPS.

Note: Values are rounded to the nearest \$100.

[1] See Table B-1 for details on revenue estimating procedures.

[2] See Table C-1 for details on expenditure estimating procedures.

[3] See Table B-6.

the existing zoning is uncertain, **Table 2** compares the NPV of the revenues and expenditures under the Project scenario and two scenarios under the existing zoning: one scenario in which a retail project develops under the existing zoning in 15 years, and one in which the same project develops 20 years in the future. If the hypothetical commercial development under existing zoning does not occur until Year 20, then the NPV of the Proposed Project is greater than the NPV of the development under the existing zoning. If the commercial development under existing zoning develops in Year 15, then the NPV of the Proposed Project is marginally lower (approximately \$440,000) than the development scenario under existing zoning.

Memorandum Organization

Data, assumptions, and detailed calculations underlying the Analysis are provided in the following four appendices that are attached to this memorandum:

- **Appendix A** contains the land use plan and detailed valuation assumptions, including population and employment factors.
- **Appendix B** contains detailed revenue estimates and revenue-estimating assumptions.
- **Appendix C** contains detailed expenditure estimates and expenditure estimating procedures.
- **Appendix D** contains property tax allocation assumptions, including project valuation and household income assumptions.
- **Appendix E** contains a detailed cashflow comparing the net present value (NPV) of the two scenarios' impact on City revenues and expenses over 30 years.

Methodology and Assumptions

This section details the underlying methodology and assumptions used to estimate the fiscal impact of the Project on the City. It describes assumptions concerning municipal service delivery, land development, and General Fund budgeting. In addition, it details the methodology used to forecast the Project's General Fund revenues and expenditures at buildout.

Table 2
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Net Present Value of Estimated Revenues and Expenditures

Timeframe [2]	Net Present Value of Revenues by Scenario [1]				
	Existing Zoning		Scenario 1 Proposed Rezone	Difference from Existing Zoning	
	Year 15 Beg.	Year 20 Beg.		Year 15 Beg.	Year 20 Beg.
<i>Formula</i>	<i>a</i>	<i>b</i>	<i>c</i>	<i>d = c-a</i>	<i>e = c-b</i>
<u>General Fund</u>					
Total Net Fiscal Surplus/(Deficit) [3]					
10-Yr Timeframe (2024-2033)	\$0	\$0	\$2,565,900	\$2,565,900	\$2,565,900
15-Yr Timeframe (2024-2038)	\$0	\$0	\$3,991,400	\$3,991,400	\$3,991,400
30-Yr Timeframe (2024-2053)	\$8,708,024	\$5,805,350	\$8,267,900	(\$440,124)	\$2,462,550

Source: EPS.

[1] Net present value (NPV) is presented in 2023 dollars and is based on the following assumptions:

Revenue Escalation 3.00%
Discount Rate 3.00%

[2] This analysis makes the following development timing assumptions:

Scenario 1a - Existing Zoning: revenues begin accruing to the City's General Fund in Year 15 (2038);
Scenario 1b - Existing Zoning: revenues begin accruing to the City's General Fund in Year 20 (2043);
Scenario 2 - Proposed Rezone, revenues begin accruing to the City's General Fund in Year 2 (2025)

[3] See Table E-1 for annual revenues and expenditures at buildout by Scenario in 2023 dollars.

Municipal Service Provision

Citywide Services

This Analysis examines the Project's ability to generate adequate revenues to cover the City's costs of providing public services to the Project. The services analyzed in this Analysis comprise General Fund services (e.g., police, fire, and general government).

The Analysis excludes any services that may be funded privately or through other specific taxes such as Westbrook CFD No. 2. This Analysis also does not address activities budgeted in other Governmental Funds or Proprietary Funds, nor does it include an evaluation of capital facilities or funding of capital facilities needed to serve new development.

General Assumptions

The Analysis is based on the City's FY 2023-2024 Adopted Budget, tax regulations, statutes, and other general assumptions discussed herein. Each revenue item is estimated based on current State of California (State) legislation and current City practices. Future changes by either State legislation or City practices can affect the revenues and expenditures estimated in this Analysis. All costs and revenues are shown in constant 2023 dollars, with the exception of the estimated assessed value for the residences proposed in the Project. Those assessed values are based on sales in the first two quarters of 2024. Additionally, the NPV analysis described above discounts the net costs and revenues to current day (2024) dollars. General fiscal and demographic assumptions are detailed in **Table A-1** in **Appendix A**.

This Analysis also uses information from the City, the Applicant, and historical and projected demographic data from the California Department of Finance (DOF), U.S. Census Bureau, and the U.S. Bureau of Labor Statistics. Other critical assumptions that may affect the results of this Analysis are actual home prices versus estimated home prices or other changes in residential assumptions (e.g., residential densities, product types, and persons-per-household factors). The land use information in this Analysis was taken from the Project's entitlement application. The results of this Analysis will vary if development plans or other assumptions change from those on which this Analysis is based.

General Fund Revenue- and Expenditure-Estimating Assumptions

This Analysis considers only discretionary General Fund revenues that will be generated by the Project. Offsetting revenues, which are General Fund revenues that are dedicated to offset the costs of specific General Fund department functions, are excluded from this Analysis. Departmental costs funded by

offsetting revenues or not affected by development also are excluded from this Analysis. Calculations used to estimate costs net of off-setting revenues are shown in **Table C-1** in **Appendix C**.

Development Assumptions

Listed below are brief summaries of the land use and other development-related assumptions:

- **Land Use:** The Cover Sheet for the Tentative Subdivision Map shown in **Map 2**, dated April 3, 2024, was used for this Analysis, which examines the fiscal impacts of the Project at buildout.
- **Residential and Employee Estimates:** Population projections are calculated using an average persons-per-household factor of 2.54 for residential units, which was referenced from the California Department of Finance population and housing unit figures for the City of Roseville. Employee estimates are based on factors of average square feet per employee for Project nonresidential land uses.
- **Residential Assessed Value:** The estimated assessed valuation of single-family residential development is based on prices of comparable residential projects in the City, based on home sales price data from The Gregory Group's New Home database as of 2024 Q2. Estimated buildout assessed values for the total Project are calculated in **Table D-2** in **Appendix D**.
- **Nonresidential Assessed Value:** EPS used nonresidential values consistent with the 2024 Philipp Road Fiscal Impact Analysis prepared by EPS for the City of Roseville in 2024.
- **Property Turnover Rates:** The Analysis assumes that a for-sale residential unit would turn over once every 7 years and nonresidential properties would turn over once every 15 years.
- **Persons-Served Methodology:** In estimating service demands of the Project and those of the existing City, EPS used a factor to approximate the service demands of an employee in Project nonresidential land uses as compared to a Project resident. EPS used a factor of 0.5 to estimate an employee's impact on services as compared to a resident's impact, which is consistent with the persons-served methodology the City has used in the past.
- **Income of Households:** The average household income of each residential land use category (e.g., low density, medium density, high density) in the Project was estimated to forecast household retail expenditures. This calculation was derived using the following assumptions and data inputs:

- Estimated home values as described in **Table D-2** in **Appendix D**.
- Assumed a 6.0 percent, 30-year, fixed-rate mortgage with a 20 percent down payment and 2 percent annual taxes and insurance and a \$150 monthly payment for a Homeowner's Association. Taxes and insurance include ad valorem taxes, as well as existing and proposed special taxes and assessments for infrastructure and services.
- For owner-occupied homes, assumed 30 percent of income dedicated to mortgage payments, taxes, and insurance.

Estimated household incomes by land use type are calculated in **Table A-4**.

Revenue-Estimating Methodology

EPS used either a marginal-revenue case-study approach or an average-revenue approach to estimate Project-related General Fund revenues.

The marginal-revenue case-study approach simulates actual revenue generation resulting from new development. The case-study approach for estimating sales and use tax revenues, for instance, forecasts market demand and taxable spending from the Project's new residents, as well as taxable sales generated by the Project's on-site retail. Case studies used in this Analysis are discussed in greater detail later in this section.

The average-revenue approach uses the City's FY 2023-20124 Adopted Budget revenue amounts on a citywide per capita or per-persons-served basis to forecast revenues derived from estimated residents of the Project.²

Revenue sources *not* expected to increase as a result of development are excluded from this Analysis. These sources of revenue are not affected by development because either they are one-time revenue sources not guaranteed to be available in the future or there is no direct relation between increased employment growth and increased revenue.

A listing of all City General Fund revenue sources and the corresponding estimating procedure used to forecast future Project revenues is shown in **Table B-1** in **Appendix B**.

² A *per capita* basis of estimating revenues assumes that only residents have a fiscal impact on City revenues. A *per-persons-served* basis of estimating revenues is used to take into account that businesses (and their employees) have a fiscal impact on many City revenues but at a lower level than residential development's impact.

Reader's Note: The discussion of revenues in this memorandum generally reflects the order of the revenues presented in the tables. In some cases, however, this order may vary for purposes of organizing the background discussion and in describing similarly estimated revenue items.

Property Tax

Estimated annual property tax revenue resulting from development in the Project is presented in **Table B-3** in **Appendix B**. To be consistent with the City's budget data, the estimated assessed values for Project land uses are assumed to remain static in 2024-dollar values—real growth in assessed value is not estimated. The share of property taxes the City is assumed to receive from the Project is derived from the total assessed value of the Project and the City's property tax allocation share of the 1 percent ad valorem property tax, as shown in **Table D-1** in **Appendix D**.

The Project is in Tax Rate Area (TRA) 005-071. As shown in Table D-1, the City is shown to receive approximately 41.5 percent of the property tax revenue before adjusting for the City's Educational Revenue Augmentation Fund (ERAF) adjustment factor. The gross property tax is adjusted by the ERAF factor to derive the post-ERAF share of property tax revenue available for tax sharing of approximately 33.3 percent. Based on the terms of the City and County property tax and sales tax sharing agreement, EPS understands the City is to remit to the County an equivalent of 18.25 percent of the post-ERAF property tax. That assumption is modeled in this analysis.

Property Tax in Lieu of Vehicle License Fees

A formula provided by the State Controller's Office was used to forecast Property Tax in Lieu of Vehicle License Fees (PTIL VLF). PTIL VLF is calculated by taking the percentage increase of the City's assessed value resulting from the Project and applying that percentage share to the City's current State allocation of PTIL VLF. This calculation is shown in **Table B-3** in **Appendix B**.

Real Property Transfer Tax

Real property transfer tax is based on the assessed value of the Project's land uses and the anticipated turnover of residential properties over time. As stated earlier, the Analysis assumes the Project's for-sale residential property will turn over 7 percent per year (or once every 14 years), and multifamily rental and nonresidential property will turn over 5 percent per year (or once every 20 years). Real property transfer tax revenue projections are identified in **Table B-4** in **Appendix B**.

Sales Tax

Sales tax revenues are based on taxable sales generated in the City. The sales tax components examined in this Analysis include the Bradley-Burns 1 percent local sales tax rate and Measure B ½-cent local sales tax sales tax. Under a tax-sharing

agreement between the City and Placer County, the City is required to transfer 11.5 percent of the Bradley-Burns sales tax revenue to Placer County. The initial agreement amount is 11.5 percent and it is set to automatically increase to 16 percent, subject to a future fiscal impact analysis. This analysis estimates the City's sales tax revenue under the current 11.5 percent tax sharing agreement, as shown in **Table B-5**.

The Analysis uses two methodologies to estimate taxable sales generated by the Project:

1. The **Market Support Method** measures taxable sales generated from new Project residents and employees.
2. The **Retail Space Method** measures taxable sales from the Project's retail land uses.

In addition to the above methodologies, the Analysis includes estimates of taxable sales revenues derived from anticipated business-to-business spending from Project commercial land uses.

Market Support Method

New Households

This Analysis estimates retail expenditures of future residents in the Project by type of retail category and the share of expenditures that will be captured in the City (e.g., generate sales in the City's retail establishments). The amounts and types of expenditures made by residents generally depend on their household income. Data for this Analysis are based on estimated Project resident incomes, household spending patterns, and retail demand and supply market conditions in the City.

Specifically, this Analysis estimates retail expenditures of future residents by:

- Estimating the total income of new households based on the projected home sales prices and monthly rent expenses. EPS assumes household income estimates are based on owner-occupied tenure, with home purchase financed by a 30-year fixed-rate mortgage.³
- Evaluating Consumer Expenditure Survey (CES) data from the U.S. Bureau of Labor Statistics, which reports the proportion of income spent on various household goods and services by income group.

³ The income estimate assumes that annual payment for the mortgage (30-year, 5.5 percent fixed interest, 20 percent down payment), property taxes, and insurance equal 30 percent of income. Property taxes and insurance are assumed at 2 percent of home value.

Based on these methods, EPS estimates future household incomes to be \$162,000 for the proposed MDR units. Typical household expenditure patterns from the Bureau of Labor Statistics' 2022 CES suggests, at these income levels, Project residents for owner-occupied homes are estimated to spend 22.1 percent and of their household income on taxable retail expenditures. These assumptions and estimates are summarized in **Table A-4**.

The Analysis also assumes that the City's retail businesses would capture roughly 80 percent of the Project's household retail demand. The estimate is based on an analysis showing that total retail sales in the City exceeds the total resident spending potential, suggesting that retail sales leakage for the City is marginal.

New Employees

The sales tax analysis accounts for taxable retail expenditures made by the new employees generated by development of nonresidential land uses in the Project. The number of employees is estimated by using the total occupied building square footage for each nonresidential land use and applying an average square foot per employee factor for each corresponding land use (see **Table A-3** in **Appendix A**). EPS estimates employees spend approximately \$10 per business day on taxable goods.⁴ The amount of taxable sales from new employees is discounted to avoid double-counting employees who also are residents.

Total sales revenues generated for the City by the Project's new households and new employees and corresponding calculations for the Market Support Method are shown in **Table B-5A** in **Appendix B**.

Retail Space Method

Annual taxable sales generated by retail uses in the Project were calculated by taking an "annual sales per square foot" factor, published in the Urban Land Institute's *Dollars and Cents of Shopping Centers: 2008*, and escalating it to 2023 dollars using the Consumer Price Index. To prevent double counting, the Project's total taxable sales estimated from the Retail Space Method are reduced by the on-site taxable sales estimated by the Market Support Method (Project residents and employees).

Total sales revenues and corresponding calculations for the Retail Space Method are shown in **Table B-5B** in **Appendix B**.

Proposition 172

Revenues from the City's share of the County's half-cent sales tax for public safety are included in the Analysis and calculated in **Table B-5** in **Appendix B**. The City's public safety sales tax share is based on estimated citywide taxable sales from the City's FY 2023-24 budget.

⁴ This Analysis is based on the assumption there are 240 business days per year.

CFD No. 3 (Municipal Services)

Project revenues from CFD No. 3 for police, fire, and library services are estimated in **Tables B-6 Appendix B**. Estimates are based on fees per unit for residential land and per acre for commercial land.

Expenditure-Estimating Methodology

Expenditure estimates are based on the City's FY 2023-24 Adopted Budget and supplemental information from City staff. All City General Fund expenditure items are listed on **Table C-1 in Appendix C**. As described herein, the Project fiscal impact analyses rely on an "average-cost" methodology to estimate all General Fund expenditure impacts of new development on the City. An average-cost methodology is a common fiscal impact analysis methodology that divides the City's net cost of service, for a given service function, by the service population to which that service is provided. In this manner, the average-cost method is based on the assumption the marginal cost of agency services to new Project residents and employees would equal the City's existing average-cost structure.

This Analysis applies adjustment factors to several General Fund department average-cost multipliers to reflect the fact that new residents and employees may not increase certain General Fund department expenditures on a 1:1 ratio. Some departments have fixed costs not anticipated to increase with new development (see **Table C-1 in Appendix C**). These adjustment factors are based on EPS's experience with similar fiscal impact analyses and account for the size and land use of the Project as compared to that of the existing City.

Expenditures affected by residents and employees are projected using a *per-person-served* average expenditure multiplier and include the department functions listed below:

General Government

- City Council
- City Manager
- City Attorney
- Finance
- Public Affairs & Communication
- Human Resources
- Information Technology
- City Clerk
- Central Services

Other

- Economic Development & Housing
- Development Services/Planning
- Public Works
- Police
- Fire

Community Grants and Parks, Recreation & Libraries costs are estimated using a *per-capita* average-cost multiplier because these departments' functions generally serve residential development primarily.

Technical Appendices

The technical calculations used in this Analysis are shown in **Appendices A** through **E** (**Tables A-1** through **E-1**) of this memorandum:

- **Appendix A** indicates the proposed land uses and general assumptions used in this Analysis.
- **Appendix B** identifies the projected revenues that will be generated by the Project for the City's General Fund.
- **Appendix C** details the estimated expenditures for the City to provide General Fund services to the Project. It also shows the offsetting revenue analysis, which allocates dedicated General Fund revenues to General Fund department functions.
- **Appendix D** shows the projected assessed value of the Project, which serves as the basis for calculating property tax revenues. In addition, this appendix provides detail on the portion of the Assembly Bill 8 allocation of property tax revenues provided to the City and includes the calculation of estimated average household income.
- **Appendix E** shows the Detailed Cashflow Analysis.



APPENDICES:

- Appendix A: General Assumptions
- Appendix B: Revenue-Estimating Tables
- Appendix C: Expenditure-Estimating Tables
- Appendix D: Supporting Tables for
Revenue Estimates
- Appendix E: Detailed Cashflow Analysis



APPENDIX A:

General Assumptions

Table A-1	General Assumptions	A-1
Table A-2	Proposed Land Use Development Plan	A-2
Table A-3	Estimated Service Population	A-3
Table A-4	Land Use Assumptions	A-4

Table A-1
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
General Assumptions

Item	Assumption
General Assumptions	
Base Fiscal Year [1]	FY 2023-24
General Demographic Characteristics	
City of Roseville	
Population [2]	152,928
Employees [3]	110,000
City of Roseville Persons Served [4]	207,928

Source: California Department of Finance (DOF); California Employment Development Department (EDD); EPS.

- [1] Reflects the City of Roseville Fiscal Year 2023-24 Adopted Budget. Revenues and expenditures are in 2023 dollars. This analysis does not reflect changes in value resulting from inflation or appreciation.
- [2] DOF Table 2: E-5 City of Roseville population estimate as of 1/1/2023.
- [3] Roseville FY 2023-24 Approved Budget states California Employment Development Department (EDD) estimates Roseville to have 100,000 jobs as of May 2023. Adjusted by an additional 10% to account for self-employed workers.
- [4] Defined as total population plus half of total employees.

Table A-2
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Proposed Land Use Development Plan

Land Use	Proposed Rezone				Existing Zoning			
	Acreage	Average Density	Dwelling Units	Nonres. Bldg Sq. Ft.	Acreage	Average Density	Dwelling Units	Nonres. Bldg Sq. Ft.
Residential		<u>DU/Ac.</u>				<u>DU/Ac.</u>		
Medium-Density Residential	7.54	7.0	53	-	-	-	-	-
Nonresidential		<u>FAR [1]</u>				<u>FAR [1]</u>		
Retail	7.00	0.25	-	76,230	14.54	0.25	0	158,341

Source: Westpark SV 400, LLC, Site Exhibit dated April 3, 2024; Westbrook Specific Plan Amendment Initial Study, 2012; EPS.

[1] Per the Initial Study for the Westbrook Amendment to the Sierra Vista Specific Plan, all Community Commercial sites were assumed to develop as retail at 0.25 FAR.

Table A-3
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Estimated Service Population

Land Use	Scenario 1				Scenario 2			
	Proposed Project				Existing Zoning			
	Units/Bldg. Sq. Ft.	Occupied Units/Bldg. Sq. Ft.	Population/ Employees	Persons Served	Units/Bldg. Sq. Ft.	Occupied Units/Bldg. Sq. Ft.	Population/ Employees	Persons Served
Residential								
Medium-Density Residential	53	51	129	129	-	-	-	-
Total Residential	53	51	129	129	-	-	-	-
Nonresidential (Mixed Use Innovation District)								
Retail	76,230	72,419	145	72	158,341	150,424	301	150
Total Nonresidential	76,230	72,419	145	72	158,341	150,424	301	150
Persons Served [2]			274	201			301	150

Source: Westpark SV 400, LLC, Site Exhibit dated April 3, 2024; EPS.

[1] Based on occupied land uses and population and employment density assumptions in Table A-4.

[2] Persons Served defined as total project area population plus half of total project area employees.

Table A-4
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Land Use Assumptions

Land Use	Assessed Value (Rounded) [1]	Estimated Annual Income per Household [2]	Taxable HH Expenditures [3]		Annual Turnover Rate	Resident and Employee Densities [4]	Vacancy Rate [5]
			as % of HH Income	Average Annual Exp.			
Residential	<u>Per Unit</u>					<u>Persons/HH</u>	
Medium-Density Residential	\$620,000	\$162,000	22.1%	\$35,800	7.0%	2.54	4.4%
Nonresidential (Mixed Use Innovation District)	<u>Per Sq. Ft.</u>					<u>Sq. Ft./Employee</u>	
Retail	\$400	-	-	-	5.0%	500	5.0%

Source: Westpark SV 400, LLC; California Department of Finance; U.S. Census Bureau, 2022 American Community Survey 1-Year Estimates; U.S. Bureau of Labor Statistics; Gregory Group; CoStar; EPS.

[1] See Appendix D for assessed value information for residential uses. Values for nonresidential uses are consistent with the Philipp Road Fiscal Impact Analysis prepared for the City of Roseville in 2024.

[2] Market Rate household income assumptions:

Assumes that annual mortgage payments, plus property taxes and insurance are 30% of income. Mortgage payments assume a 20% down payment, 30-yr term, 6% fixed interest. Taxes and insurance are assumed to equal 2% of home value. Includes a \$150/month estimate for HOA dues.

[3] Taxable expenditures as a percentage of income derived from the 2022 BLS Consumer Expenditure Survey.

[4] Resident density assumptions derived from California Department of Finance average persons per household for the City of Roseville as of January 2023. Employee density assumptions based on typical EPS assumptions for retail land uses.

[5] Estimated Low- and Medium-Density residential vacancy rates based on data obtained from the 2022 U.S. Census for the City of Roseville. Estimated retail vacancy rates based on 2023 data obtained from CoStar for the Roseville/Rocklin submarket.



APPENDIX B:

Revenue-Estimating Tables

Table B-1	Revenue-Estimating Procedures Based on City of Roseville FY 2023-24 Budget	B-1
Table B-2	Estimated Annual Project Revenues at Buildout.....	B-2
Table B-3	Estimated Property Tax Revenues	B-3
Table B-4	Real Property Transfer Tax at Buildout.....	B-4
Table B-5	Estimated Taxable Sales and Use Tax Revenue	B-5
Table B-5A	Estimated Annual Taxable Sales, Hybrid Market Support Method	B-6
Table B-5B	Estimated Annual Taxable Sales Generated from On-Site Nonresidential.....	B-7
Table B-6	Estimated CFD No. 3 Revenues	B-8

Table B-1
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Revenue-Estimating Procedures Based on City of Roseville FY 2023-24 Budget (2023\$)

Item	Estimating Procedure	Case Study Reference	FY 2023-24 Budgeted Revenues	Service Population	Revenue Multiplier
General Fund Revenues					
Property Taxes	Case Study	Table B-3	\$56,492,000	NA	-
Property Tax In Lieu of VLF	Case Study	Table B-3	\$13,855,000	NA	-
Real Property Transfer Tax	Case Study	Table B-4	\$1,200,000	NA	-
Sales Tax	Case Study	Table B-5	\$72,688,000	NA	-
Sales Tax - Measure B	Case Study	Table B-5	\$29,775,000	NA	-
Prop. 172 Sales Tax	Case Study	Table B-5	\$1,777,000	NA	-
Highway Vehicles In Lieu Tax	[1]		\$129,000	NA	-
Hotel/Motel Tax	Persons Served Multiplier		\$7,250,000	207,928	\$34.87
Business License Tax	Persons Served Multiplier		\$866,000	207,928	\$4.16
Animal Licenses	[2]		\$215,000	NA	-
Other Licenses and Permits	[2]		\$3,644,136	NA	-
Franchise Fees (Excl. Electric)	Persons Served Multiplier		\$2,375,000	207,928	\$11.42
Electric Franchise Fees	Persons Served Multiplier		\$8,075,815	207,928	\$38.84
Charges for Services	[2]		\$12,872,492	NA	-
Grants and Contributions	[1,2]		\$131,200	NA	-
Use of Money and Property	[1,2]		\$3,059,252	NA	-
Fines and Penalties	[2]		\$183,500	NA	-
Other Revenue	[2]		\$1,225,085	NA	-
Transfers In	[1]		\$9,165,204	NA	-
Subtotal General Fund Revenues			\$224,978,684		
Less Offsetting Revenues	[3]		\$18,140,213	NA	-
Net General Fund Operating Revenues			\$206,838,471		

Source: City of Roseville FY 2023-24 Adopted Budget; EPS.

- [1] This revenues source is not expected to be affected by the Project and therefore no revenue multipliers are estimated in this analysis.
- [2] This analysis assumes that all or part of these revenues are fully dedicated to specific General Fund departmental costs (offsetting revenues). Because these revenues are budget-neutral and are not discretionary, they are not included in estimating discretionary Project revenues.
- [3] Represents the sum of offsetting revenues dedicated to General Fund department functions. These revenues are budget neutral and are netted from both total revenues and total costs (shown in Table C-1). Amounts exclude one-time grant revenues.

Table B-2
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Estimated Annual Project Revenues at Buildout (2023\$)

Item	Estimating Procedure	Source	Scenario 1 - Proposed Project		Scenario 2 - Existing Zoning	
					Amount (Rounded)	Percentage of Total
Annual General Fund Revenues						
Property Taxes	Case Study	Table B-3	\$95,100	23.5%	\$95,100	14.6%
Property Tax In Lieu of VLF	Case Study	Table B-3	\$27,900	6.9%	\$27,900	4.3%
Real Property Transfer Tax	Case Study	Table B-4	\$2,100	0.5%	\$1,700	0.3%
Sales Tax	Case Study	Table B-5	\$164,500	40.6%	\$321,800	49.5%
Sales Tax - Measure B	Case Study	Table B-5	\$93,000	23.0%	\$181,800	27.9%
Prop. 172 Sales Tax	Case Study	Table B-5	\$4,500	1.1%	\$8,900	1.4%
Hotel/Motel Tax	Persons Served Multiplier	Table B-1	\$7,000	1.7%	\$5,200	0.8%
Business License Tax	Persons Served Multiplier	Table B-1	\$800	0.2%	\$600	0.1%
Franchise Fees (Excl. Electric)	Persons Served Multiplier	Table B-1	\$2,300	0.6%	\$1,700	0.3%
Electric Franchise Fees	Persons Served Multiplier	Table B-1	\$7,800	1.9%	\$5,800	0.9%
Annual General Fund Revenues			\$405,000	100.0%	\$650,500	100.0%

Source: City of Roseville FY 2023-24 Adopted Budget; EPS.

Note: Values are rounded to the nearest \$100.

Table B-3
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Estimated Property Tax Revenues (2023\$)

Item	Assumptions	Formula	Scenario 1 Proposed Project	Scenario 2 Existing Zoning
1% Property Tax				
Total Assessed Value of Project [1]		a	\$63,352,000	\$63,336,240
Property Tax Revenue (1% of Assessed Value)	1.00%	$b = a * 1.00\%$	\$633,520	\$633,362
Estimated Property Tax Allocation [2]				
City of Roseville	15.01%	$c = b * 15.01\%$	\$95,100	\$95,077
Placer County	18.25%	$d = b * 18.25\%$	\$115,617	\$115,589
Other Agencies	66.74%	$e = b * 66.74\%$	\$422,802	\$422,697
Property Tax In Lieu of Motor Vehicle In-Lieu Fee Revenue (VLF)				
Total Citywide Assessed Value [3]		f	\$31,413,840,756	\$31,413,840,756
Total Assessed Value of Project		$g = a$	\$63,352,000	\$63,336,240
Total Assessed Value		$h = g + f$	\$31,477,192,756	\$31,477,176,996
Percentage Change in AV		$i = g / f$	0.20%	0.20%
Property Tax In Lieu of VLF [4]	\$13,855,000	$j = i * \$13,855,000$	\$27,941	\$27,934

Source: City of Roseville FY 2023-24 Budget; Placer County Auditor-Controller; EPS

[1] For assumptions and calculation of assessed value, refer to Table D-2.

[2] Based on an existing tax sharing agreement between the City and the County, the City receives 45.1 percent and the County receives 54.1 percent of the City's post-ERAF property tax percentage in the tax rate area (TRA) in which the project is located. For assumptions and calculation of the estimated property tax allocation, refer to Table D-1.

[3] Year 2023-24 Placer County Assessment Roll Values for City of Roseville. Includes citywide secured, unsecured, and homeowner exemption

[4] Property tax in lieu of VLF amount derived from the City of Roseville FY 2023-24 Adopted Budget. See Table B-1.

Table B-4
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Real Property Transfer Tax at Buildout (2023\$)

Description	Source/ Assumption	Scenario 1 Proposed Project	Scenario 2 Existing Zoning
Assumptions			
Rate per \$1,000 of AV [1]	\$0.55		
Turnover Rate			
Owner-Occupied Homes	7.0%		
Nonresidential Sq. Ft.	5.0%		
Assessed Value [2]			
Residential		\$32,860,000	\$0
Nonresidential		\$30,492,000	\$63,336,240
Total Assessed Value		\$63,352,000	\$63,336,240
Annual Transfer Tax Revenue			
Residential		\$1,265	\$0
Nonresidential		\$839	\$1,742
Total Annual Transfer Tax Revenue		\$2,104	\$1,742

Source: City of Roseville; EPS.

[1] Based on California Revenue and Taxation Code, §§ 11911-11929, which authorizes cities and counties to levy a real estate transfer tax at a rate of \$0.55 per \$1,000 value.

[2] Assessed Values (AV) derived in Table D-2 note that assessed values are expressed in 2023\$ and include no real AV growth.

Table B-5
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Estimated Taxable Sales and Use Tax Revenue (2023\$)

Item	Assumptions	Formula	Scenario 1 Proposed Project	Scenario 2 Existing Zoning
Estimated Annual Taxable Sales (Rounded)				
Annual Taxable Sales from New Market Support	Table B-5A		\$1,616,000	\$343,000
Net Annual Taxable Sales from Onsite Nonresidential Uses	Table B-5B		\$16,976,000	\$36,016,000
Total Annual Taxable Sales		<i>a</i>	\$18,592,000	\$36,359,000
Annual Sales Tax Revenue				
Bradley Burns Local Sales Tax Rate	1.0000%	<i>b = 1.0000% * a</i>	\$185,920	\$363,590
Less County Share [1]	(11.5000%)	<i>c = -11.5000% * b</i>	(\$21,381)	(\$41,813)
Total Sales Tax Revenue		<i>d = b + c</i>	\$164,539	\$321,777
Measure B Sales Tax [2]	0.50000%	<i>e = 0.5000% * a</i>	\$92,960	\$181,795
City of Roseville Prop. 172 Public Sales Tax Revenue [3]	0.02445%	<i>c = 0.0244% * a</i>	\$4,545	\$8,889

Source: California State Board of Equalization; City of Roseville EPS.

- [1] County share of sales tax revenue based on the revenue sharing agreement in place between the City and County ensuring the County will receive no less than 11.5 percent of sales tax revenues generated across all Sierra Vista, Creekview, and Reason Farms developments as detailed in the Roseville - West Placer Annexations document submitted by the County Executive Officer to the County Board of Supervisors, dated September 13, 2011. At the beginning of the 15th year after annexation, the County's share could be increased as high as 16 percent of sales tax revenue generated based on a fiscal impact analysis to be completed at the time.
- [2] Approved in November 2018, Measure B is a citywide one-half cent sales tax to be used for essential City services.
- [3] State Board of Equalization collects one-half cent sales tax revenue under Proposition 172. Based on estimated citywide taxable sales, the City receives approximately 0.02445% of the Prop 172 sales tax revenues (City FY 2023-24 Adopted Budget).

Table B-5A
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Estimated Annual Taxable Sales, Hybrid Market Support Method (2023\$)

Item Description	Source/ Assumption	Scenario 1 Proposed Project	Scenario 2 Existing Zoning
Annual Taxable Sales from New Occupied Households			
Occupied Residential Units	<i>Table A-3</i>		
Medium-Density Residential		51	-
Residential Subtotal		51	-
Taxable Retail Expenditures [1]	<i>Table A-4</i>		
Medium-Density Residential	<i>\$35,800</i>	\$1,813,310	-
Residential Subtotal		\$1,813,310	-
Taxable Sales from New Households			
Estimated Retail Capture in City of Roseville [2]	80%	\$1,450,648	-
Annual Taxable Sales from New Employees			
New Employees	<i>Table A-3</i>	145	301
Average Daily Taxable Sales per New Employee	<i>\$10</i>		
Work Days per Year	<i>240</i>		
Total City Taxable Sales from New Employees [3]	<i>50%</i>	\$173,804	\$361,017
Taxable Sales from New Employees			
Estimated Retail Capture in City of Roseville [2]	95%	\$165,114	\$342,966
Total Annual City Taxable Sales from Market Support			
Taxable City Sales inside Project Area [4]	25%	\$403,941	\$85,741
Taxable City Sales outside Project Area [4]	75%	\$1,211,822	\$257,224

Source: BLS; Consumer Expenditure Survey; and EPS.

[1] See Table A-4. Rounded to the nearest \$1,000.

[2] Total retail sales in the City exceeds resident's retail spending potential, indicating no sales leakage for Roseville, so this analysis assumes marginal leakage for the Project household and employee retail spending.

[3] Discounted by 50% to avoid double-counting employees who are also residents and to account for taxable sales from new employees that occur outside the City.

[4] EPS's estimate of resident/employee spending split between retail stores in the Project and stores outside the Project.

Table B-5B
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Estimated Annual Taxable Sales Generated from On-Site Nonresidential (2023\$)

Onsite Commercial Development	Annual Taxable Sales per Sq. Ft. [1]	Scenario 1 - Proposed Project		Scenario 2 - Existing Zoning	
		Occupied Bldg Sq. Ft.	Total Annual Taxable Sales	Occupied Bldg Sq. Ft.	Total Annual Taxable Sales
Annual Taxable Sales from Onsite Nonresidential Development					
Nonresidential					
Retail	\$240	72,419	\$17,380,440	150,424	\$36,101,657
Total Nonresidential		72,419	\$17,380,440	150,424	\$36,101,657
Less Total Annual Taxable Sales From Onsite Market Support (within the Project) [2]			\$403,941		\$85,741
Subtotal Annual Taxable Sales from Onsite Nonres. Dev less Market Support			\$16,976,499		\$36,015,915
Less Shift of Sales from Existing Retail Stores to the Project [3]			\$0		\$0
Annual Taxable Sales Less Market Support			\$16,976,499		\$36,015,915

Source: BizMiner 2016; ULI Dollars & Cents 2008; Bureau of Labor Statistics, "CPI-All Urban Consumers (Current Series) - West Urban"; RetailSails
http://retailsails.files.wordpress.com/2011/09/rs_spsf.pdf; eMarketer pulled February 2019; respective annual SEC 10-K reports; EPS.

[1] See Table D-4 for details on taxable retail sales.

[2] Derived in Table B-5A.

[3] Based on the planned size and location of retail uses and number of new dwelling units and employees in the project, this analysis estimates that there would be a negligible shift in taxable sales from other retail outlets in the City.

Table B-6
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Estimated CFD No. 3 Revenues

Land Use	Est. CFD 3 Municipal Services FY 23/24 Rate [1]	Scenario 1 Proposed Project	Scenario 2 Existing Zoning
Residential Land Uses			
Owner-Occupied	<i>per unit</i>		
Medium-Density Residential	\$309	\$16,376	\$0
Subtotal Residential		\$16,376	\$0
Nonresidential Land Uses [2]			
	<i>per acre</i>		
Community Commercial (CC)	\$1,440	\$10,079	\$20,935
Subtotal Nonresidential		\$10,079	\$20,935
Total Developable Land Uses		\$26,454	\$20,935

Source: City of Roseville; and EPS.

[1] Analysis based on the assumption new uses will be subject to CFD No. 3 assessments once developed.



APPENDIX C:

Expenditure-Estimating Tables

Table C-1	Expenditure-Estimating Procedures Based on City of Roseville FY 2023-24 Budget	C-1
Table C-2	Estimated Annual Project Expenditures at Buildout	C-2

Table C-1
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Expenditure-Estimating Procedures Based on City of Roseville FY 2023-24 Budget (2023\$)

Item	Estimating Procedure	FY 2023-24 Subtotal Expenditures	Less Offsetting Revenue [1]	FY 2023-24 Net City Expenditures	Population or Persons Served	Net Expenditure Multiplier	Adjustment Factor [2]	Adjusted Expenditure Multiplier
General Fund Expenditures								
City Council	Persons Served Multiplier	\$163,892	\$0	\$163,892	207,928	\$0.79	75%	\$0.59
City Manager	Persons Served Multiplier	\$1,526,308	\$0	\$1,526,308	207,928	\$7.34	75%	\$5.51
Public Affairs and Communications	Persons Served Multiplier	\$1,351,540	\$0	\$1,351,540	207,928	\$6.50	75%	\$4.88
City Attorney	Persons Served Multiplier	\$2,151,149	\$10,700	\$2,140,449	207,928	\$10.29	75%	\$7.72
Finance	Persons Served Multiplier	\$5,232,210	\$1,246,281	\$3,985,929	207,928	\$19.17	75%	\$14.38
Human Resources	Persons Served Multiplier	\$2,118,415	\$0	\$2,118,415	207,928	\$10.19	75%	\$7.64
City Clerk	Persons Served Multiplier	\$1,413,837	\$565,000	\$848,837	207,928	\$4.08	75%	\$3.06
Police	Persons Served Multiplier	\$58,809,842	\$1,830,521	\$56,979,321	207,928	\$274.03	100%	\$274.03
Fire	Persons Served Multiplier	\$45,195,561	\$2,885,196	\$42,310,365	207,928	\$203.49	100%	\$203.49
Economic Development	Persons Served Multiplier	\$913,153	\$0	\$913,153	207,928	\$4.39	75%	\$3.29
Parks, Recreation & Libraries	Per Capita Multiplier	\$35,000,441	\$5,704,839	\$29,295,602	152,928	\$191.56	100%	\$191.56
Public Works	Persons Served Multiplier	\$10,507,798	\$56,840	\$10,450,958	207,928	\$50.26	100%	\$50.26
Development Services	Persons Served Multiplier	\$11,935,083	\$5,840,836	\$6,094,247	207,928	\$29.31	100%	\$29.31
Other Expenditures/Expenses	[3]	\$27,553,992	\$0	\$27,553,992	NA	NA	NA	NA
Transfers Out - Operating	[3]	\$9,727,919	\$0	\$9,727,919	NA	NA	NA	NA
Total Annual General Fund Expenditures		\$213,601,140	\$18,140,213	\$195,460,927		\$811.41		\$795.72

Source: City of Roseville FY 2023-24 Adopted Budget; EPS.

[1] Represents departmental revenues identified for specific General Fund department functions in the City's fiscal budget.

[2] Adjustment factor recognizes some department costs are fixed.

[3] Not expected to be affected by the Project and is not evaluated in this analysis.

Table C-2
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Estimated Annual Project Expenditures at Buildout (2023\$)

Expenditures	Estimating Procedure	Source	Scenario 1 - Proposed Project		Scenario 2 - Existing Zoning	
			Amount (Rounded)	Percentage of Total	Amount (Rounded)	Percentage of Total
General Fund						
City Council	Persons Served Multiplier	Table C-1	\$100	0.1%	\$100	0.1%
City Manager	Persons Served Multiplier	Table C-1	\$1,100	0.8%	\$800	0.9%
Public Affairs and Communications	Persons Served Multiplier	Table C-1	\$1,000	0.7%	\$700	0.8%
City Attorney	Persons Served Multiplier	Table C-1	\$1,600	1.1%	\$1,200	1.3%
Finance	Persons Served Multiplier	Table C-1	\$2,900	2.0%	\$2,200	2.4%
Human Resources	Persons Served Multiplier	Table C-1	\$1,500	1.0%	\$1,100	1.2%
City Clerk	Persons Served Multiplier	Table C-1	\$600	0.4%	\$500	0.6%
Police	Persons Served Multiplier	Table C-1	\$55,200	37.7%	\$41,200	45.3%
Fire	Persons Served Multiplier	Table C-1	\$41,000	28.0%	\$30,600	33.7%
Economic Development	Persons Served Multiplier	Table C-1	\$700	0.5%	\$500	0.6%
Parks, Recreation & Libraries	Per Capita Multiplier	Table C-1	\$24,700	16.9%	\$0	0.0%
Public Works	Persons Served Multiplier	Table C-1	\$10,100	6.9%	\$7,600	8.4%
Development Services	Persons Served Multiplier	Table C-1	\$5,900	4.0%	\$4,400	4.8%
Annual General Fund Expenditures			\$146,400	100.0%	\$90,900	100.0%

Source: City of Roseville FY 2023-24 Adopted Budget; EPS.

Note: Values are rounded to the nearest \$100.



APPENDIX D:

Supporting Tables for Revenue Estimates

Table D-1	Preliminary Property Tax Allocations.....	D-1
Table D-2	Estimated Assessed Valuation at Buildout	D-2
Table D-3	Medium-Density Residential Comparable Sales	D-3
Table D-4	Total and Taxable Retail Sales per Square Feet.....	D-4

Table D-1
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Preliminary Property Tax Allocations

Fund/Agency	Pre-ERAF Distribution of Tax Increment [1]	% of Factor Shift to ERAF	Post-ERAF Distribution of Tax Increment [1]	Property Tax Allocation [2]	
				City 45.1%	County 54.9%
Taxing Entities Subject to Tax Sharing					
City of Roseville	41.5534%	19.9550%	33.2614%	15.0114%	18.2500%
County General Fund	0.0000%	32.3925%	0.0000%	-	-
Subtotal	41.5534%		33.2614%	15.0114%	18.2500%
Other Taxing Entities					
Roseville Cemetery	0.9715%	10.8426%	0.8662%		
Placer County Resource Conserv	0.0720%	10.5522%	0.0644%		
Roseville City Elem M&O	23.4198%	-	23.4198%		
Roseville High M&O	21.9476%	-	21.9476%		
Sierra College M&O	7.8985%	-	7.8985%		
Superintendent of Schools	3.9018%	-	3.9018%		
Placer Co Water Agency M&O	0.2354%	38.4435%	0.1449%		
Subtotal	58.4466%		58.2432%		
Total	100.0000%		91.5046%		
Educational Revenue Relief Fund (ERAF)			8.4954%		
Total Gross Property Tax	100.0000%		100.0000%		

Source: Placer County; EPS.

- [1] Represents the percentage allocation of the 1% ad valorem property tax for Tax Rate Area (TRA) 005-071 in which the project is located
- [2] Tax increment split based on the revenue sharing agreement in place between the City and County ensuring the County the equivalent of 18.25 percent of the 1 percent ad valorem property tax across all Sierra Vista, Creekview, and Reason Farms developments (net of ERAF) as detailed in the Roseville - West Placer Annexations document submitted by the County Executive Officer to the County Board of Supervisors, dated September 12, 2011.

Table D-2
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Estimated Assessed Valuation at Buildout (2023\$)

Item	Assessed Value per Unit/Bldg Sq. Ft.	Scenario 1	Scenario 2	Difference	
		Proposed Project	Existing Zoning	Amount	Percentage
<i>Formula</i>		<i>A</i>	<i>B</i>	<i>C = A-B</i>	<i>C/A</i>
Residential	<u>Per Unit</u>				
Medium-Density Residential	\$620,000	\$32,860,000	-	\$32,860,000	100.0%
Total Residential		\$32,860,000	-	\$32,860,000	100.0%
Nonresidential (Retail)	<u>Per Sq. Ft.</u>				
Retail	\$400	\$30,492,000	\$63,336,240	(\$32,844,240)	(107.7%)
Total Nonresidential		\$30,492,000	\$63,336,240	(\$32,844,240)	(107.7%)
Total Assessed Value		\$63,352,000	\$63,336,240	\$15,760	0.0%

Source: Gregory Group; CoStar; EPS.

[1] Note that assessed values (AV)s are expressed in 2023\$ and include no real AV growth.

Table D-3
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Medium-Density Residential Comparable Sales

Project Name	Developer	Density	City	Average Lot Size (Square Feet)	Average Home Size (Square Feet)	Average Base Price	Average Price per Square Foot	Units Sold (2024)	Units Planned
Medium-Density Residential (MDR) [1]									
Vibrance	Tri Pointe Homes	14.5	Roseville	3,000	2,212	\$637,530	\$288	22	88
Windham	Lennar Homes	12.4	Roseville	3,500	1,981	\$615,240	\$311	35	173
Palisade Village	JMC Homes	12.1	Roseville	3,600	1,541	\$558,990	\$363	4	306
Firefly	K. Hovnanian Homes	12.1	Roseville	3,600	2,128	\$633,240	\$298	15	122
Inspiration Village	JMC Homes	12.1	Roseville	3,600	1,683	\$589,990	\$351	45	103
Breckenridge	Lennar Homes	11.3	Roseville	3,850	2,571	\$644,990	\$251	49	281
Weighted Average/Total [2]		12.2		3,574	2,105	\$620,280	\$295	170	1,073

Source: The Gregory Group; EPS.

[1] Comparable project data obtained for year 2024 through Q2 from The Gregory Group. Data retrieved in July 2024.
[2] Averages weighted based on number of units sold in 2024.

Table D-4
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Total and Taxable Retail Sales per Square Feet (2023\$)

Item	Original Data [see Note]	Escalated Data (2023\$) [1]	Retail Sales by Shopping Center Type							
			Neighborhood		Community		Highway Commercial		Regional	
			% [2]	Sales Value	% [2]	Sales Value	% [2]	Sales Value	% [2]	Sales Value
Total Retail Sales per Square Foot										
Motor Vehicle and Parts Dealers [3]	\$250	\$327	3%	\$10	2%	\$7	5%	\$16	1%	\$3
Home Furnishings and Appliance Stores	\$525	\$687	0%	\$0	7%	\$48	0%	\$0	10%	\$69
Bldg. Matrl. and Garden Equip. and Supplies	\$356	\$466	0%	\$0	15%	\$70	0%	\$0	1%	\$5
Food and Beverage Stores [4]	\$598	\$736	55%	\$405	24%	\$177	5%	\$37	3%	\$22
Gasoline Stations [5]	\$1,321	\$1,948	1%	\$19	2%	\$39	10%	\$195	1%	\$19
Clothing and Clothing Accessories Stores	\$370	\$484	2%	\$10	5%	\$24	0%	\$0	20%	\$97
General Merchandise Stores	\$360	\$471	5%	\$24	24%	\$113	0%	\$0	20%	\$94
Food Services and Drinking Places	\$492	\$644	8%	\$51	10%	\$64	60%	\$386	20%	\$129
Other Retail	\$209	\$273	12%	\$33	6%	\$16	20%	\$55	18%	\$49
Nonretail [6]	NA	NA	14%	NA	5%	NA	0%	NA	6%	NA
Total Retail Sales Per Square Foot			100%	\$550	100%	\$560	100%	\$690	100%	\$490
Taxable Retail Sales per Square Foot by Retail Center Type										
Percent Taxable by Shopping Center Type [7]				44%	54%		60%		98%	
Taxable Sales per Square Foot (Rounded)				\$240	\$300		\$410		\$480	

Note: Original data is based on an average of multiple sources and is presented in 2016\$ unless noted otherwise in footnotes.

Source: BizMiner 2016; ULI Dollars & Cents 2008; State of California Board of Equalization (BOE) Publication 61; Bureau of Labor Statistics, "CPI-All Urban Consumers (Current Series) - West Urban"; RetailSails http://retailsails.files.wordpress.com/2011/09/rs_spsf.pdf; eMarketer pulled February 2019; respective annual 10-K reports; EPS.

- [1] Sales per square foot are estimated based on data from BizMiner, RetailSails, eMarketer, and annual SEC 10-K reports. Some reported figures are from previous calendar or fiscal years and have been escalated to 2023\$, except when noted otherwise.

Year	CPI	Adjustment to 2023\$
2008	219.65	47.4%
2016	247.71	30.7%
2018	263.26	23.0%
2023	323.83	-

- [2] Reflects percentage of total square footage by retail category by retail center type, estimated based on ULI's Dollars & Cents 2008.

- [3] Reflects motor vehicle parts only; excludes total retail sales per square foot for dealerships.

- [4] Sales per square foot for Food and Beverage stores estimated based on the averages from BizMiner, RetailSales, eMarketer, and annual 10-K reports from 2018 (2018\$), escalated to 2023\$.

- [5] Estimated using ULI's Dollars & Cents, 2008 (2008\$), escalated to 2023\$.

- [6] Included to account for non-taxable retail space occupants, such as services.

- [7] Based on BOE Publication 61, March 2018.



APPENDIX E:

Detailed Cashflow Analysis

Table E-1	Estimated Revenue and Expenditure Cashflow Detail (3 pages)	E-1
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Table E-1
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Estimated Revenue and Expenditure Cashflow Detail

Land Use	Source/ Assumption	Total (2024-2053)	2024 1	2025 2	2026 3	2027 4	2028 5	2029 6	2030 7	2031 8	2032 9	2033 10
Revenue Escalation [2]	3.00%		1.000	1.030	1.061	1.093	1.126	1.159	1.194	1.230	1.267	1.305
Scenario 1 - Proposed Rezone												
30-Year Net Surplus/(Deficit)	Table 2											
General Fund		\$12,044,403	\$0	\$266,358	\$274,349	\$282,579	\$291,057	\$299,788	\$308,782	\$318,045	\$327,587	\$337,414
Special Taxes and Assessments		\$1,234,249	\$0	\$27,295	\$28,114	\$28,957	\$29,826	\$30,721	\$31,642	\$32,592	\$33,569	\$34,576
Total Including Taxes and Assessments		\$13,278,651	\$0	\$293,653	\$302,463	\$311,536	\$320,883	\$330,509	\$340,424	\$350,637	\$361,156	\$371,991
30-Year Net Present Value (2023\$)	3.00%											
General Fund		\$7,499,400										
Special Taxes and Assessments		\$768,500										
Total Including Taxes and Assessments		\$8,267,900										
Scenario 2a - Existing Zoning (Year 15 start)												
30-Year Net Surplus/(Deficit)	Table 2											
General Fund		\$16,215,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Taxes and Assessments		\$606,622	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Including Taxes and Assessments		\$16,821,872	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30-Year Net Present Value (2023\$)	3.00%											
General Fund		\$8,394,000										
Special Taxes and Assessments		\$314,024										
Total Including Taxes and Assessments		\$8,708,024										
Scenario 2b - Existing Zoning (Year 20 start)												
30-Year Net Surplus/(Deficit)												
General Fund		\$11,586,541	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Taxes and Assessments		\$433,459	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Including Taxes and Assessments		\$12,020,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30-Year Net Present Value (2023\$)	3.00%											
General Fund		\$5,596,000										
Special Taxes and Assessments		\$209,350										
Total Including Taxes and Assessments		\$5,805,350										

Source: EPS.

Table E-1
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Estimated Revenue and Expenditure Cashflow Detail

Land Use	Source/ Assumption	Total (2024-2053)	2034 11	2035 12	2036 13	2037 14	2038 15	2039 16	2040 17	2041 18	2042 19	2043 20
Revenue Escalation [2]	3.00%		1.344	1.384	1.426	1.469	1.513	1.558	1.605	1.653	1.702	1.754
Scenario 1 - Proposed Rezone												
30-Year Net Surplus/(Deficit)	Table 2											
General Fund		\$12,044,403	\$347,537	\$357,963	\$368,702	\$379,763	\$391,156	\$402,890	\$414,977	\$427,426	\$440,249	\$453,457
Special Taxes and Assessments		\$1,234,249	\$35,614	\$36,682	\$37,783	\$38,916	\$40,084	\$41,286	\$42,525	\$43,800	\$45,114	\$46,468
Total Including Taxes and Assessments		\$13,278,651	\$383,151	\$394,645	\$406,484	\$418,679	\$431,239	\$444,177	\$457,502	\$471,227	\$485,364	\$499,925
30-Year Net Present Value (2023\$)	3.00%											
General Fund		\$7,499,400										
Special Taxes and Assessments		\$768,500										
Total Including Taxes and Assessments		\$8,267,900										
Scenario 2a - Existing Zoning (Year 15 start)												
30-Year Net Surplus/(Deficit)	Table 2											
General Fund		\$16,215,250	\$0	\$0	\$0	\$0	\$0	\$871,839	\$897,994	\$924,934	\$952,682	\$981,262
Special Taxes and Assessments		\$606,622	\$0	\$0	\$0	\$0	\$0	\$32,616	\$33,594	\$34,602	\$35,640	\$36,710
Total Including Taxes and Assessments		\$16,821,872	\$0	\$0	\$0	\$0	\$0	\$904,455	\$931,588	\$959,536	\$988,322	\$1,017,972
30-Year Net Present Value (2023\$)	3.00%											
General Fund		\$8,394,000										
Special Taxes and Assessments		\$314,024										
Total Including Taxes and Assessments		\$8,708,024										
Scenario 2b - Existing Zoning (Year 20 start)												
30-Year Net Surplus/(Deficit)												
General Fund		\$11,586,541	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Taxes and Assessments		\$433,459	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Including Taxes and Assessments		\$12,020,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30-Year Net Present Value (2023\$)	3.00%											
General Fund		\$5,596,000										
Special Taxes and Assessments		\$209,350										
Total Including Taxes and Assessments		\$5,805,350										

Source: EPS.

Table E-1
Roseville SVSP Parcel WB-42
Fiscal Impact Analysis
Estimated Revenue and Expenditure Cashflow Detail

Land Use	Source/ Assumption	Total (2024-2053)	2044 21	2045 22	2046 23	2047 24	2048 25	2049 26	2050 27	2051 28	2052 29	2053 30
Revenue Escalation [2]	3.00%		1.806	1.860	1.916	1.974	2.033	2.094	2.157	2.221	2.288	2.357
Scenario 1 - Proposed Rezone												
30-Year Net Surplus/(Deficit)	Table 2											
General Fund		\$12,044,403	\$467,060	\$481,072	\$495,504	\$510,369	\$525,681	\$541,451	\$557,695	\$574,425	\$591,658	\$609,408
Special Taxes and Assessments		\$1,234,249	\$47,862	\$49,298	\$50,777	\$52,300	\$53,869	\$55,485	\$57,150	\$58,864	\$60,630	\$62,449
Total Including Taxes and Assessments		\$13,278,651	\$514,922	\$530,370	\$546,281	\$562,670	\$579,550	\$596,936	\$614,844	\$633,289	\$652,288	\$671,857
30-Year Net Present Value (2023\$)	3.00%											
General Fund		\$7,499,400										
Special Taxes and Assessments		\$768,500										
Total Including Taxes and Assessments		\$8,267,900										
Scenario 2a - Existing Zoning (Year 15 start)												
30-Year Net Surplus/(Deficit)	Table 2											
General Fund		\$16,215,250	\$1,010,700	\$1,041,021	\$1,072,251	\$1,104,419	\$1,137,552	\$1,171,678	\$1,206,828	\$1,243,033	\$1,280,324	\$1,318,734
Special Taxes and Assessments		\$606,622	\$37,811	\$38,945	\$40,114	\$41,317	\$42,556	\$43,833	\$45,148	\$46,503	\$47,898	\$49,335
Total Including Taxes and Assessments		\$16,821,872	\$1,048,511	\$1,079,966	\$1,112,365	\$1,145,736	\$1,180,108	\$1,215,511	\$1,251,977	\$1,289,536	\$1,328,222	\$1,368,069
30-Year Net Present Value (2023\$)	3.00%											
General Fund		\$8,394,000										
Special Taxes and Assessments		\$314,024										
Total Including Taxes and Assessments		\$8,708,024										
Scenario 2b - Existing Zoning (Year 20 start)												
30-Year Net Surplus/(Deficit)												
General Fund		\$11,586,541	\$1,010,700	\$1,041,021	\$1,072,251	\$1,104,419	\$1,137,552	\$1,171,678	\$1,206,828	\$1,243,033	\$1,280,324	\$1,318,734
Special Taxes and Assessments		\$433,459	\$37,811	\$38,945	\$40,114	\$41,317	\$42,556	\$43,833	\$45,148	\$46,503	\$47,898	\$49,335
Total Including Taxes and Assessments		\$12,020,000	\$1,048,511	\$1,079,966	\$1,112,365	\$1,145,736	\$1,180,108	\$1,215,511	\$1,251,977	\$1,289,536	\$1,328,222	\$1,368,069
30-Year Net Present Value (2023\$)	3.00%											
General Fund		\$5,596,000										
Special Taxes and Assessments		\$209,350										
Total Including Taxes and Assessments		\$5,805,350										

Source: EPS.



March 22, 2024

Mr. Scott I. Canel
Manager
FD34 Development, LLC
C/o The Canel Companies
445 Central Avenue
Highland Park, IL 60035

Re: Acceptance of Obligation for Five Low Income Affordable Units from Parcel WB-42
to Parcel FD-34

Dear Scott:

Thank you for your time this past Monday, and for your willingness to provide, for consideration, that five (5) units affordable to low income households earning no more than 60% of Area Median Income (AMI) that will reside on Parcel FD-34 in the Sierra Vista Specific Plan as part of your proposed density bonus on Parcel FD-34 will be a result of the receipt of an obligation from Parcel WB-42 to provide five (5) units affordable to lower income households that the City is requiring residential development on a portion of WB-42 to provide. Please confirm below your acceptance that the affordable units on Parcel FD-34 affordable to low income households earning no more than 60% AMI will include the five (5) units on Parcel WB-42 that would be affordable to lower income households.

Thank you again for your accommodation and your willingness to assist us.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jeff Jones', written over a horizontal line.

Jeff Jones

ACKNOWLEDGED AND ACCEPTED:

FD 34 DEVELOPMENT, LLC
a California Limited Liability Company

By: _____

A handwritten signature in dark ink, appearing to read 'Scott I. Canel', written over a horizontal line.

Scott I. Canel
Manager

Roseville WB-42 Site

Retail Analysis

Prepared for
Westpark SV 400, LLC
September 2024



Table of Contents

Roseville WB-42 Site

Retail Analysis

Section 1 – Community-Scaled Retail Development Trends	05
Section 2 – Site Context	08
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Section 4 – Retail Opportunity Summary	39

Preface

MXD Development Strategists Ltd. ('MXD') of Richmond, British Columbia, were commissioned by Westpark SV 400, LLC in August 2024 to prepare a Retail Analysis for site WB-42 in Roseville, California.

The primary objective of the overall assignment is to determine the optimal retail development program for WB-42 including size in square footage and acreage.

The analysis explores various retail demand perspectives, including local and regional consumer spending patterns, demographic trends, competitive positioning within the broader retail market, and emerging retail formats. It also examines the retail needs of the immediate catchment area, assesses potential gaps in the existing retail supply, and identifies opportunities for a strategic retail mix that would maximize the site's potential. The study aims to guide the development of a retail program that aligns with market demand and supports long-term viability.

The recommendations of this report, as highlighted in the final section, will inform the optimal Retail Tenant Mix for lease optimization and development of site WB-42.

The figures presented in the report are based on an evaluation of the current general level of the economy in the local and regional market, and neither take into account, nor make provisions for, the effect of any sharp rise or decline in local or general economic conditions.

MXD Development Strategies Ltd. do not warrant that any estimates contained within the study will be achieved, but that they have been prepared conscientiously on the basis of information obtained during the course of this market analysis.

Reference materials used for this report were derived from the project team, as well as from public and private sectors and government publications. This information was supplemented by MXD's experience in urban planning and real estate development.

Executive Summary

Sacramento's retail market remains healthy, supported by an influx of new residents and a diversifying economy. However, new construction has been limited due to uncertainties in the retail sector and rising construction costs. Most of the recent development is infill, with projects generally under 10,000 square feet. Vacancy rates in the city have declined to historic lows in recent years.

The Roseville/Rocklin area stands out as the region's largest and best-performing retail submarket, though it faces challenges from an oversupply of Neighborhood Centers and Strip Centers, a result of over-development in past decades. Despite this, competition for Neighborhood Centers remains strong, and several new retail nodes are planned.

Continued population growth and rising incomes are expected in the submarket, but the growth of convenience retail, which typically anchors Neighborhood Centers, may be hindered by high vacancy rates for this particular format and a number of competing developments in the pipeline, including a major Costco-anchored development on Baseline Road.

A potential retail development at WB-42, while positioned in a leading submarket, faces significant challenges. The site is located on the edge of the built-up area and suffers from limited traffic counts, which are marginal for the scale of retail typically found in Neighborhood Centers. Furthermore, the completion of Santucci Blvd, a key infrastructure development, is not expected for at least 15 years.

Westbrook Blvd between Earl Rush Dr and Nicole Gee Dr has recently completed and will connect to Baseline Rd. This will increase pass by traffic, however, competing sites at Westbrook and Blue Oaks may be better suited to capture retail demand.

A trade area analysis suggests that WB-42 could support 63,400 square feet of shopping, dining, and entertainment space over the next five years, requiring approximately 6-7 acres of land based on standard floor-area ratios (FARs). Over a five-year period, warranted floorspace could increase to 71,300 square feet, necessitating an estimated 7.3 acres (cumulative).

Due to smaller format neighborhood centers becoming more prevalent in North America, it is recommended that site WB-42 be built-out in one phase over an approximately 6 to 7 acres. This retail will aim to serve local residents within a 10-minute drive and offer fresh grocery, pharmacy, food & beverage, and daily services.

1

Community-Scaled Retail Development Trends

Community-Scaled Retail Development Trends

Community-Scaled Retail Development Trends

Community-scaled retailing refers to smaller shopping centers, typically anchored by a grocery or drug store, that serve their local neighborhood. They differ from regional-scaled retailing in their size, anchor stores and smaller ancillary retail tenant mix. Over the past decade, community-scaled retailing has undergone a significant transformation, driven by changing consumer preferences and technological advancements. Key trends include:

- **Community-scaled retailing is getting smaller.** This trend is referred to as **“right-sizing”** and is the result of many of the trends listed below.
- Many retailers are gradually **reducing the size of their stores**, leading to an overall decline in demand for retail space. Drug stores are one example of this trend in that despite strong sales over recent years, smaller store formats have become increasingly favored by consumers, landlords, and tenants.
- For several decades there has been a pronounced shift to **unique, personalized shopping experiences** over the generic offerings of large format retail. This type of shift is now occurring in the **grocery sector**, as customers are shopping at both large discounters but also increasingly at smaller, specialized food retailers, thereby eschewing mid-sized grocery stores.
- **Coffee shops** are also adopting this trend; for example, Starbucks is reducing its store size to around 900 square feet. These smaller locations have shown strong results, drawing approximately 15% more visitors per square foot than the larger 2,500 square foot stores. Dunkin' stores are also downsizing to under 1,000 square feet, and Dutch Bros. coffee shops, known for their compact design, average 950 square feet.
- Incorporation of **strong culinary and food & beverage experiences** within community-scaled retail developments such as restaurant clusters and craft breweries. The intent is to attract and retain customers from the surrounding neighborhood and **create strong ‘Third Spaces’, outside of home or work life**. Restaurant clusters can replace large format stores as anchors in many community-scaled retail developments. These clusters typically have lower land requirements than traditional anchor stores.



Trends in Community-Scaled Retail Development

- A **blending of online and offline experiences with omnichannel retailing** that integrate physical stores with online platforms and mobile apps, increasing convenience and individuating products and services. The growth of online food/grocery ordering and delivering services is blurring the line between bricks and mortar stores and food service, allowing **retailers to operate in smaller, more flexible spaces.**
- There is a shift towards **greater tenant diversity** in community-scaled retail centers, focusing on creating community hubs rather than just retail spaces. This includes medical facilities, residential development and office space in higher density mixed-use formats that require less land per building area.

This downsizing trend reflects a retail industry in transition, adapting to changing consumer preferences, economic pressures, and technological advancements. The future of retail will likely involve a more balanced approach between physical and digital presence, with a focus on creating unique, personalized experiences for consumers in potentially smaller, more efficient spaces.

Table 1.1 summarizes a list of newer community-scaled developments that reflect many of the identified trends. These trends are highly applicable to the WB-42 site. **The project should incorporate these trends by incorporating a mixture of right-sized retail and community spaces that are highly integrated with the public realm.**

Table 1.1
Recently Completed and Under Construction Community-Scale Retail

Name of Project	Location	Date Built	Building Area (SF)	Acres	Anchor
The Plaza at Blue Oaks	Roseville, CA	2022	81,000	13.8	Raley's Market
The Davis Collection	Davis, CA	2025 (U/C)	90,000	8	Trader Joe's
Pavilion Plaza West	Garden Grove, CA	2022	48,036	5	Sprouts Farm Market
The Vineyard Freeway Center	Murrieta, CA	2025 (U/C)	50,239	2	Aldi
Market Park North Village	San Jose, CA	2024	101,000	9.5	Safeway
River Street Marketplace	San Juan Capistrano, CA	2024	60,000	5.5	N/A
San Geronio Village	Beaumont, CA	2020	46,070	4	Grocery Outlet
The Merge	Eastvale, CA	2020	70,000	9.5	Sprouts
Pine 43	Boise, ID	2022	48,275	2	Multi-Tenant

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Site Context

Site Context

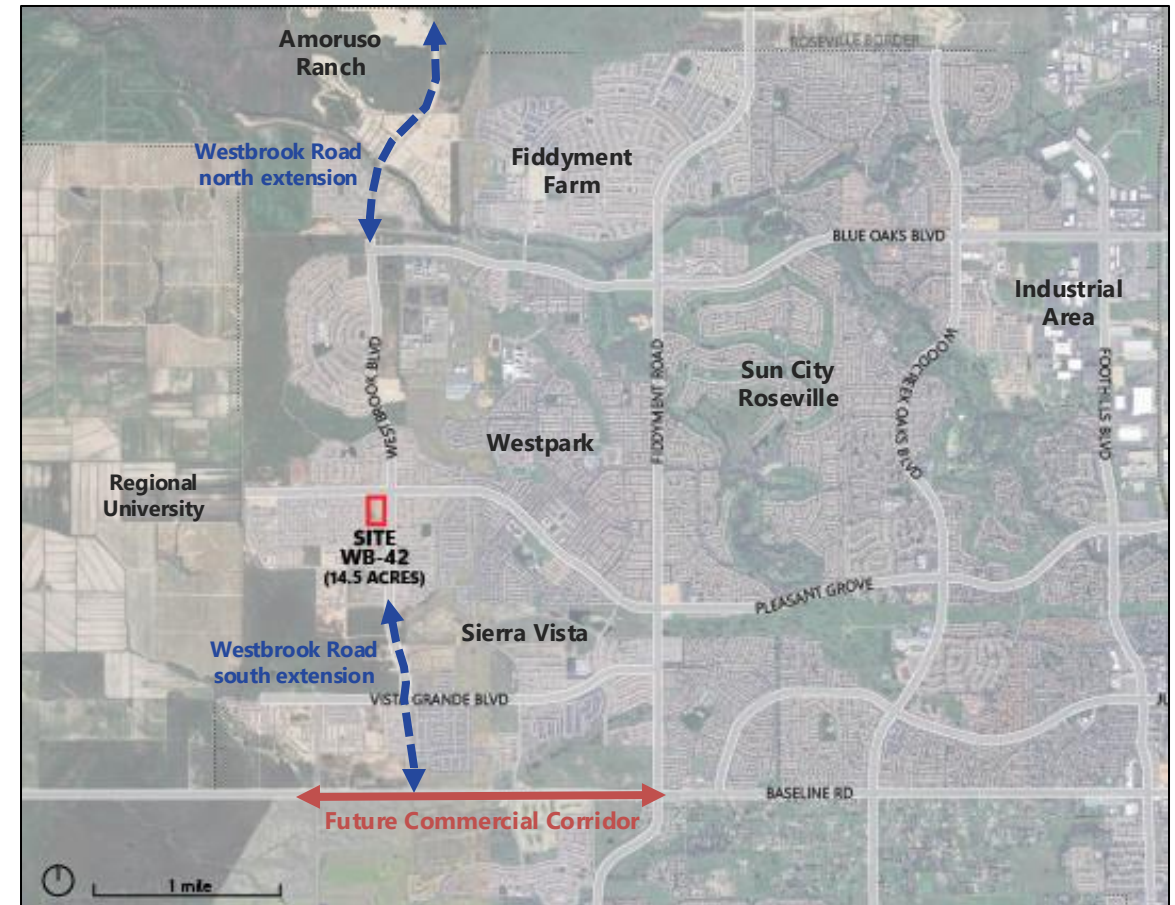
Site Context

The site under study is considered Site WB-42 by the City of Roseville. It is located towards the western boundary of Roseville, at the southwest corner of Westbrook Boulevard and Pleasant Grove Boulevard (**Figure 2.1**). The immediately surrounding area is predominantly low to medium residential with supporting amenities including the Sol Centre Gym private HOA facility to the west and Westbrook Elementary School to the southwest.

Westbrook Blvd is currently under construction and will act as an important north-south connector, extending from Amoruso Ranch in the north to Baseline Road in the south, a future major commercial corridor. The segment from Earl Rush Drive to Nicola Gee Drive, south of the subject site is currently under construction.

Baseline Road is a major east-west commuter corridor with several large commercial and residential developments that are detailed in the following pages. Land to the west of the site in Placer County has been planned for development under the Regional University Specific Plan and Curry Creek Future Planning Area for further expansion of residential development with supportive commercial development on the eastern boundary on Pleasant Grove, also detailed on the following pages.

Figure 2.1: Existing Site Context



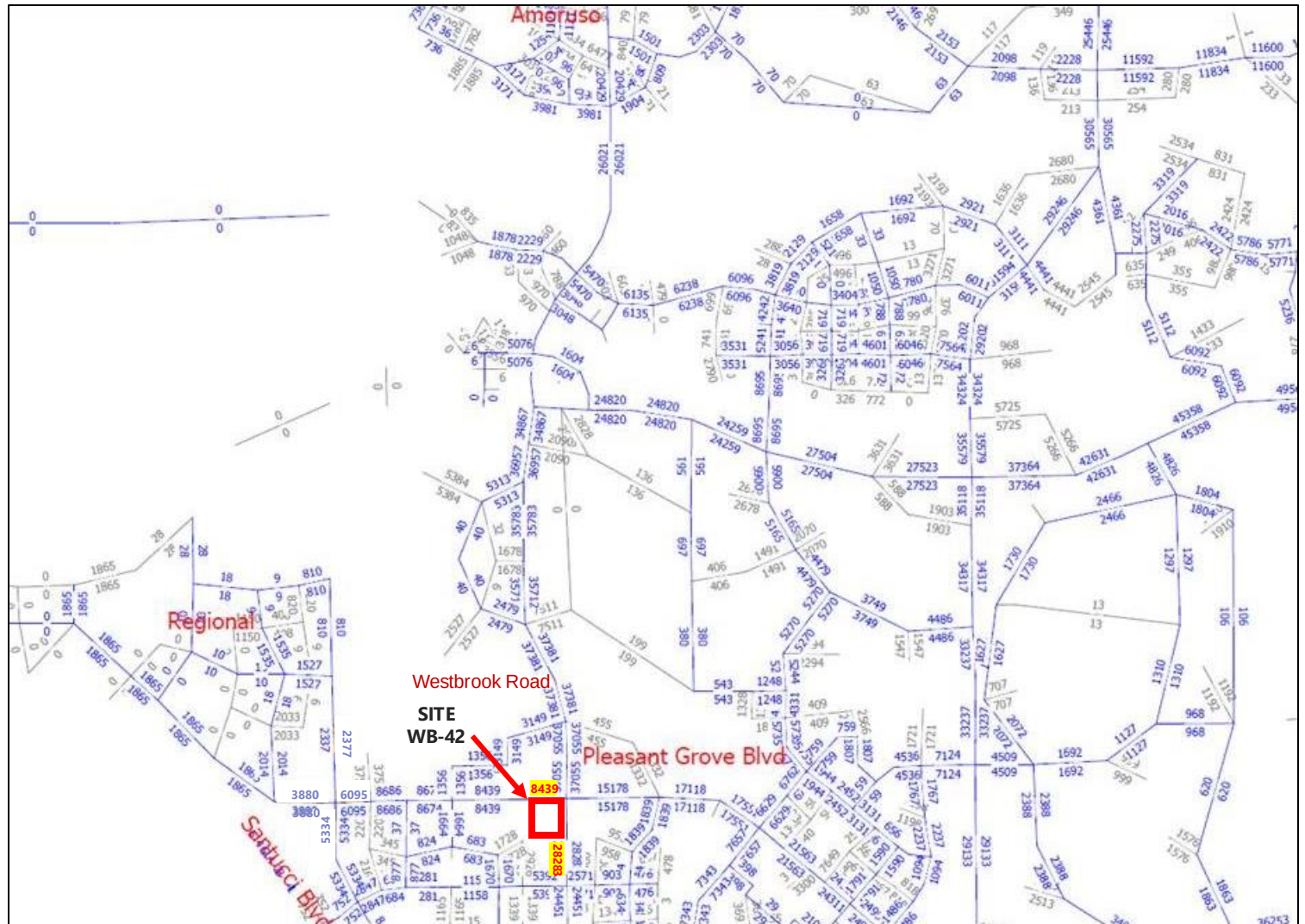
Site Context

Transportation Context

Transportation experts Fehr & Peers conducted a transportation analysis of future traffic counts using assumptions of future development patterns and potential timing of new transportation projects. This analysis was run for another Westpark Communities project, focusing on potential future extensions of Santucci Blvd. However, the results also indicate the likely future volume of automobile traffic passing alongside the WB-42 site.

Figure 2.2 illustrates projected traffic counts in 2035, with the full extension of Westbrook Road completed. This estimates around 28,000 north/south vehicle movements per day on Westbrook Road at the WB-42 site. East/west traffic along Pleasant Grove Blvd is estimated at around 8,400 vehicle movements per day. Traffic counts are considered a primary site selection factor for end-user retail tenants when selecting a leased retail space. **Many retail developers and grocery chains look for average daily traffic (ADT) counts of at least 25,000-30,000 vehicles per day along at least one adjacent roadway for a grocery-anchored center to be considered viable.**

Figure 2.2 Adjusted 2035 Traffic Model for City of Roseville (2035)



Source: Fehr & Peers

Site Context

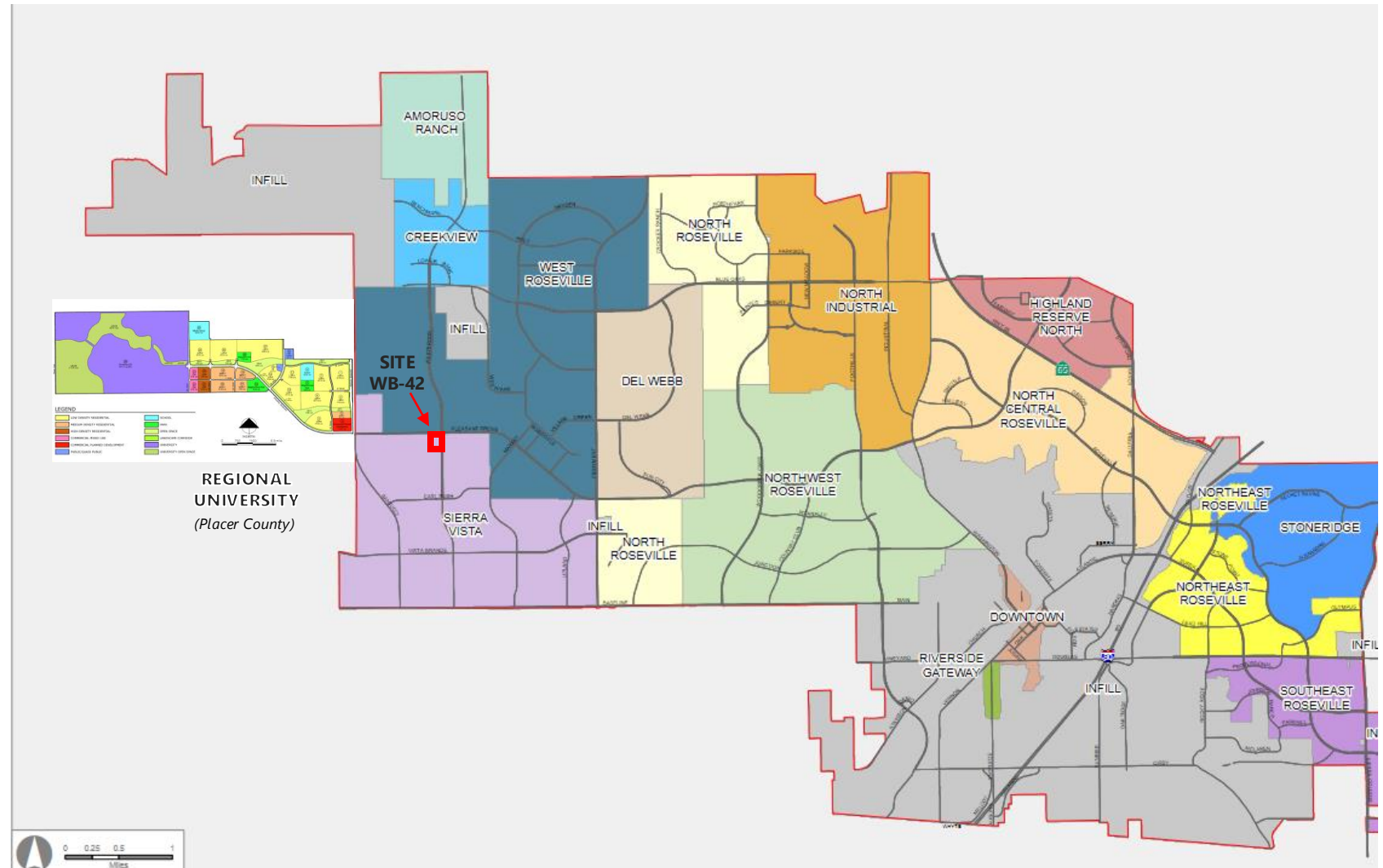
Planning Context

As illustrated in **Figure 2.3**, there are five Specific Plan Areas that have direct influence on Site WB-42 including:

- Sierra Vista
- West Roseville
- Creekview
- Amoruso Ranch
- Regional University (Placer County)

The site is located within the Sierra Vista Specific Plan, as detailed on the following page.

Figure 2.3 City of Roseville Specific Plan Areas



Site Context

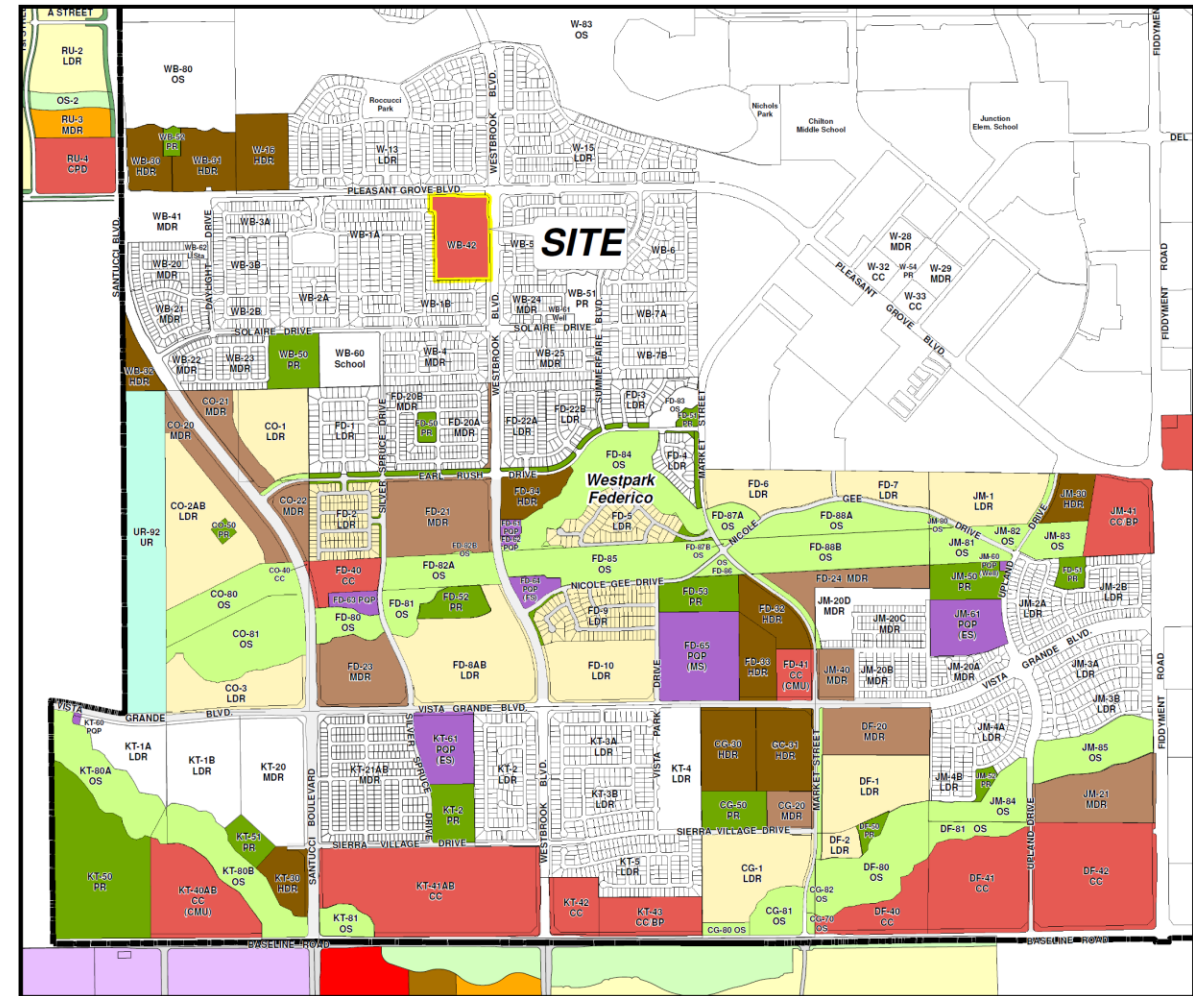
The site is approximately 14.5 acres in size and currently entirely zoned as “Community Commercial” within the City’s zoning designations and the ‘Sierra Vista Specific Plan” (**Figure 2.4**).

Westpark Communities currently have an active rezoning application to change the zoning designation of the southern portion of the parcel from Community Commercial to Small Lot Residential/Development Standards and a Specific Plan Amendment to Medium Density Residential (MDR), resulting in an approximate seven-acre Community Commercial site.

The Sierra Vista Specific Plan is the guiding planning document for the site and planned as a major growth area for the City of Roseville. The surrounding area has experienced significant construction in recent years with expansion of suburban residential developments in low to medium density configurations and typical suburban street patterns. Residential is supported by small commercial nodes, parks and schools.

A total of **232 acres of Community Commercial** is planned within the Sierra Vista Specific Plan. This is generally concentrated along Baseline Road as a major commercial commuter corridor, with four smaller scale neighbourhood residential corner sites planned throughout the residential area, including the subject site.

Figure 2.4 Sierra Vista Specific Plan Land Use & Zoning Context



Site Context

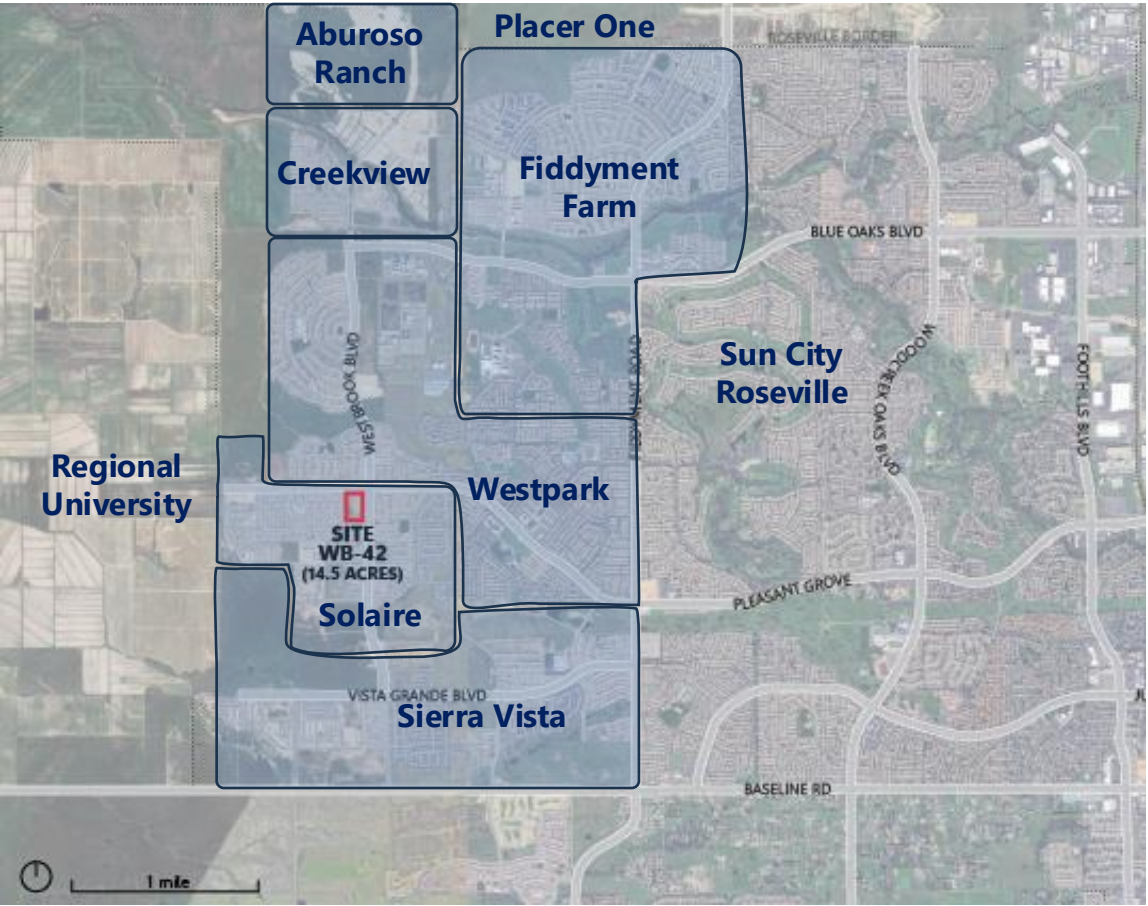
Development Context

The City of Roseville Specific Plan areas are further delineated by Westpark Communities into the following eight development areas, as illustrated in **Figure 2.5** (boundaries of development areas are approximate and for general illustrative purposes only). **Table 2.1** below details the residential units, current build-out status and total planned commercial areas within each of these specific plan areas.

Table 2.1 City of Roseville Specific Plan Areas & Development Status

Specific Plan Area	Development Area	Residential Units	Residential Build-Out	Planned Commercial
Sierra Vista	Sierra Vista	5,821	43%	232 acres
	Solaire	2,951	72%	
West Roseville	Westpark	4,627	95%	55.5 acres
	Fiddymment Farm	5,698	Over 90%	
Creekview	Creekview	2,011	50%	9.2 acres
Amoruso Ranch	Amoruso Ranch	5,821	18% under construction	50 acres
Regional University (Placer County)	Regional University	2,000 (Phase 1 – 900 Homes)	Phase 1 construction begins 2025	24.5 acres

Figure 2.5 City of Roseville Specific Plan Areas



Site Context

Strengths

- Located in fast growing Sierra Vista Specific Plan area.
- Limited retail offerings in proximity.
- Strong demographics and retail spending profile in local trade area.
- Flat rectangular site is ideal for development.
- Easy vehicle and pedestrian access to the site off Westbrook Blvd and Pleasant Grove Blvd.
- Planned north/south extensions of Westbrook Blvd.
- High traffic counts along both Westbrook Blvd.

Opportunities

- Smaller retail center providing daily staples such as drug store and grocery to the local area.
- Food & Beverage cluster including full-service and limited-service restaurants, which are underrepresented in the vicinity.

Weaknesses

- Located on near edge of Roseville boundary.
- Significant amount of optimally located Community Commercial sites that are currently vacant and ripe for development, particularly at Pleasant Grove/Fiddymont and Baseline Road.
- Major tenants confirmed within short drive of site including Costco and Safeway.
- Westbrook Blvd will connect to Baseline Rd increasing pass by traffic, however, competing sites at Westbrook and Blue Oaks may be better suited to capture retail demand.
- Site is located between two trade areas, not conducive for large-scale retail.

Threats

- New neighborhood retail centers in Sierra Vista and West Roseville Specific Plan areas have better locations than WB-42.
- Baseline Marketplace and Placer Vineyards developments create destination retail appeal for shoppers.
- Demand for new retail stays relatively flat due to changing consumer patterns and rise of e-commerce.
- Completion of Regional University Specific Plan may take longer than expected, reducing potential catchment population.
- Regional University Specific Plan has planned gateway commercial site for 100,000 SF+ in proximity to WB-42.

3

Retail Market Analysis

Retail Market Analysis

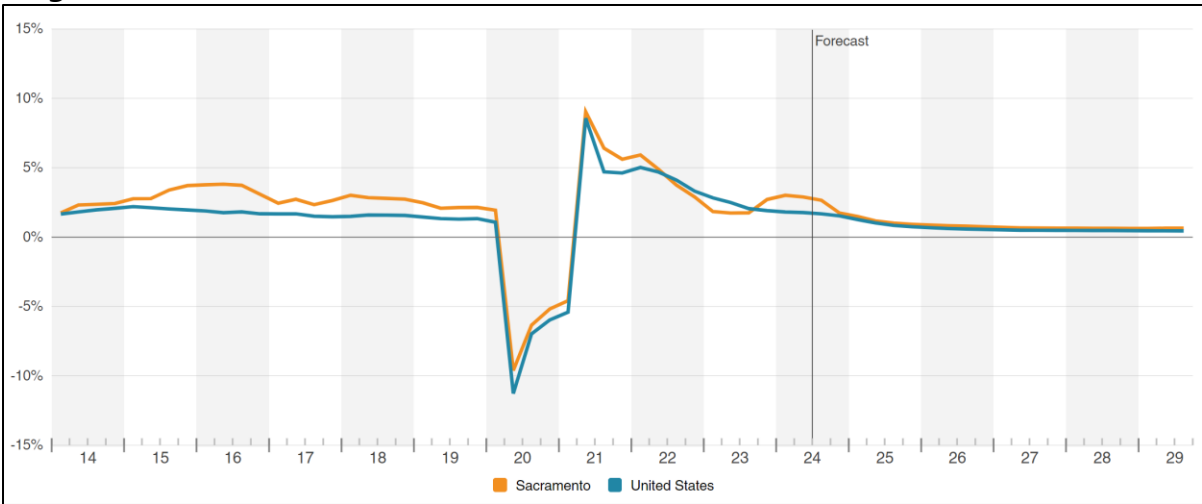
Regional Economic Overview

The retail sector is entirely driven by growth in employment and population. The Sacramento region saw significant employment growth over the past year, expanding by 2.9% (**Figure 3.1**). Total jobs reached 1.1 million and the unemployment rate fell to 4.4% at this time of this analysis. Initially, this growth was driven by the construction sector and the return of workers in the various leisure-related sectors. But the region's efforts to diversify its economy are paying off, with several major enterprises expanding their operations locally.

Robert Bosch Semiconductor is investing \$1.5 billion in the former TSI site in Roseville. The facility will begin production of 200-millimeter wafers in 2026. Other developments include the Aggie Square project, will bring Cytvia and the Alice Waters Institute to the Sacramento area. This could be the first wave of companies attracted by the expertise at UC Davis. Additionally, Penumbra expanded its Roseville campus by 95,000 square feet at the end of 2021, and the biotech sector saw similar activity. JOINN Biologics purchased a 20,000 square foot office building in North Natomas in late 2021, and Thermogenesis followed in mid-2022 by acquiring 35,000 square feet in Rancho Cordova. Both companies plan to use these facilities for manufacturing.

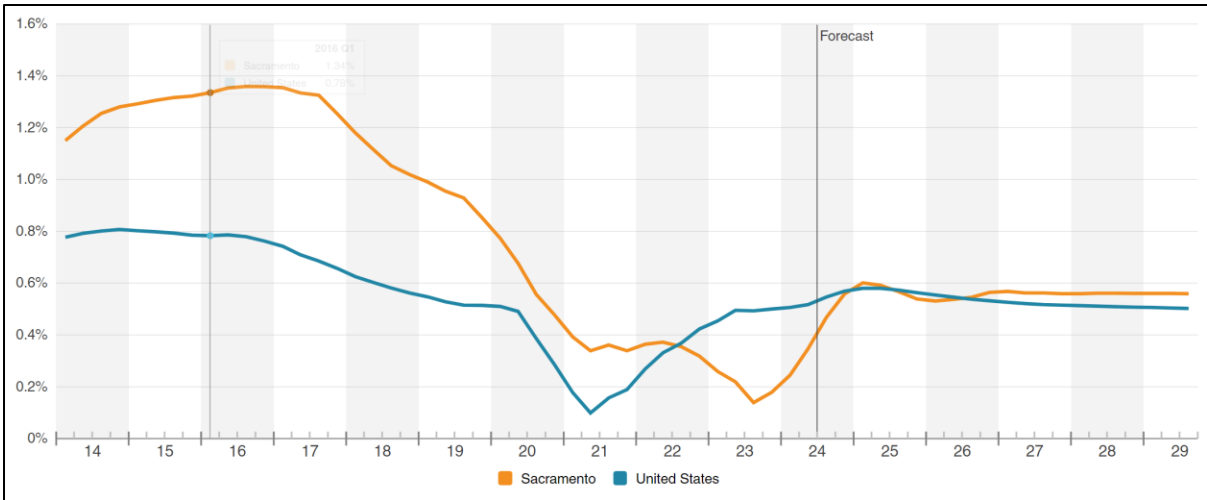
Population growth has been fueled by Sacramento's relative affordability. Residents from the Bay Area and Southern California continue to move to the region to escape high housing costs in coastal areas, a trend that accelerated during the pandemic. Relocations have since slowed in the past two years, but the influx is forecast by Oxford Economics to continue at a steady pace over the next several years (**Figure 3.2**).

Figure 3.1 Job Growth



Source: Oxford Economics

Figure 3.2 Population Growth Rate



Source: Oxford Economics

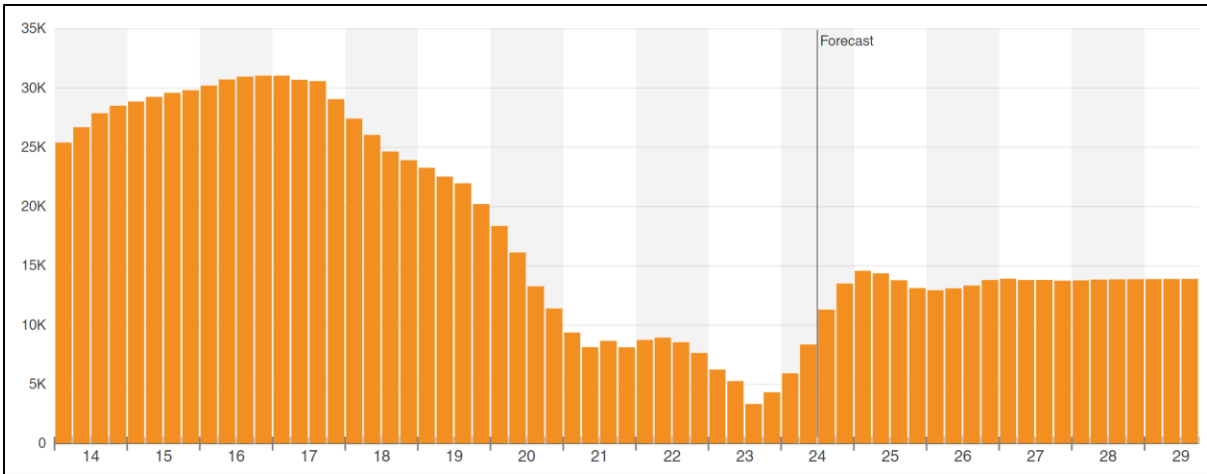
Retail Market Analysis

Based on the Oxford Economics forecast, the Sacramento region’s population is expected to grow at an average of 14,000 people a year over the next five years (**Figure 3.3**). Based on current retail inventory, this population growth should support an additional 660,000 square feet of new redevelopment annually over the next five years.

The influx of new residents is changing the skill base of Sacramento's labor force. Historically, tech companies from San Francisco and the Bay Area were hesitant to relocate to Sacramento, preferring to stay close to venture capital, engineering schools, and the region's innovative culture. However, a growing number of indicators suggest this trend may be shifting. Decentralized workforces are pushing employers toward hub-and-spoke models, allowing them to maintain connections with their talent pools. As a result, remote workers in tech-related industries are forecast to continue to move to the area, increasing the median household income in the Sacramento region (**Figure 3.4**).

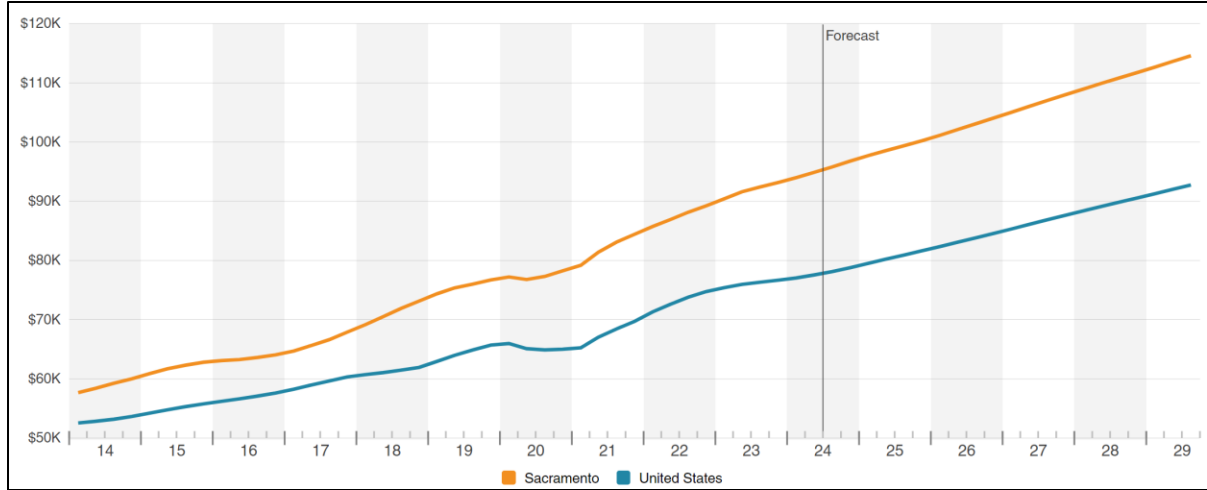
Office employment is also on the rise, with a 2.1% year-over-year increase, bringing the total number of office-using jobs to 190,000. While government remains the largest office employer in the metro area, it has seen only modest growth of 0.2% during the same period. Nearly all recent growth in office jobs has come from the private sector, particularly in professional services, information services, and education/health services, which saw increases of 3.5%, 6%, and 2%, respectively. This rise in office sector employment is a positive sign for Sacramento's economy, which has long been a hub for back-office operations.

Figure 3.3 Net Population Change (YOY)



Source: Oxford Economics

Figure 3.4 Median Household Income



Source: Oxford Economics

Retail Market Analysis

Regional Retail Absorption

The Sacramento retail market has been one of the greatest benefactors of the previously-described recent influx of California residents moving into the city. Over the past 12 months, net absorption has reached 450,000 square feet and has remained positive in nine of the last 13 quarters (**Figure 3.5**). This growth is largely driven by strong demand from discount retailers and experiential businesses, both of which have rebounded significantly in recent years.

Large retailers continue to favor the suburbs, which account for 95% of the market’s inventory. Fitness centers and grocers are also increasingly occupying big-box spaces, particularly in suburban submarkets experiencing the greatest the fastest population growth.

Overall, the retail landscape in Sacramento has improved. The vacancy rate bottomed out at 5.8% in the third quarter of 2022, 30 basis points below the previous record from before the global financial crisis. Although vacancy has since risen slightly to 6.5%, it remains below the five-year average of 6.6%. The recent uptick in vacancy is linked to a recent decline in retail sales in the region and several corporate closures. Over the past two years, three companies—Bed Bath & Beyond, David's Bridal, and The 99 Cents Only Store—have declared bankruptcy, returning multiple spaces to the market.

Retail is notably lowest for General Retail which is defined as streetfront and standalone retail that is unaffiliated with a shopping center (**Figure 3.6**). Netting out Mall space (much of which is obsolete) would reduce the region’s overall retail vacancy to below 6%.

Figure 3.5 Sacramento Region Net Deliveries, Absorption & Vacancy Rate

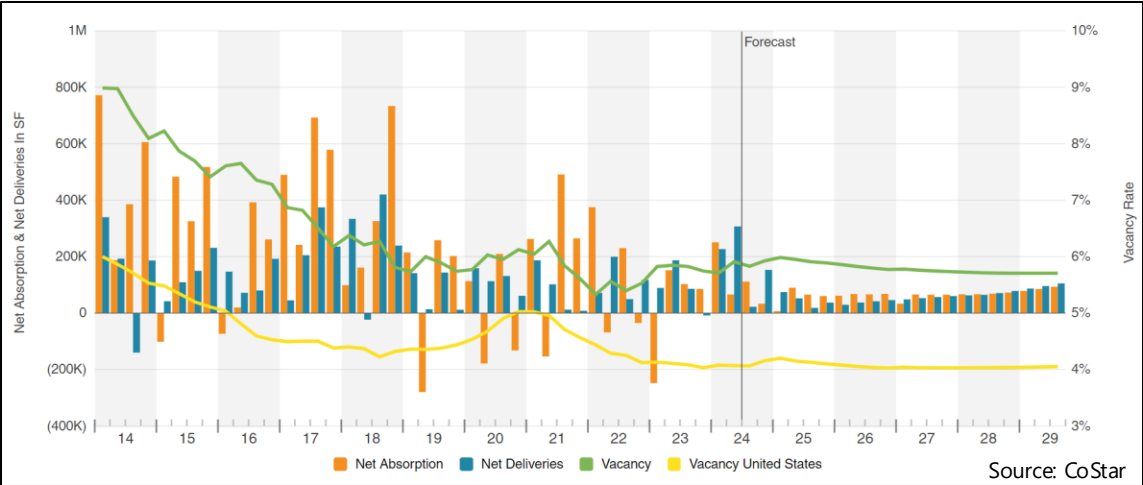
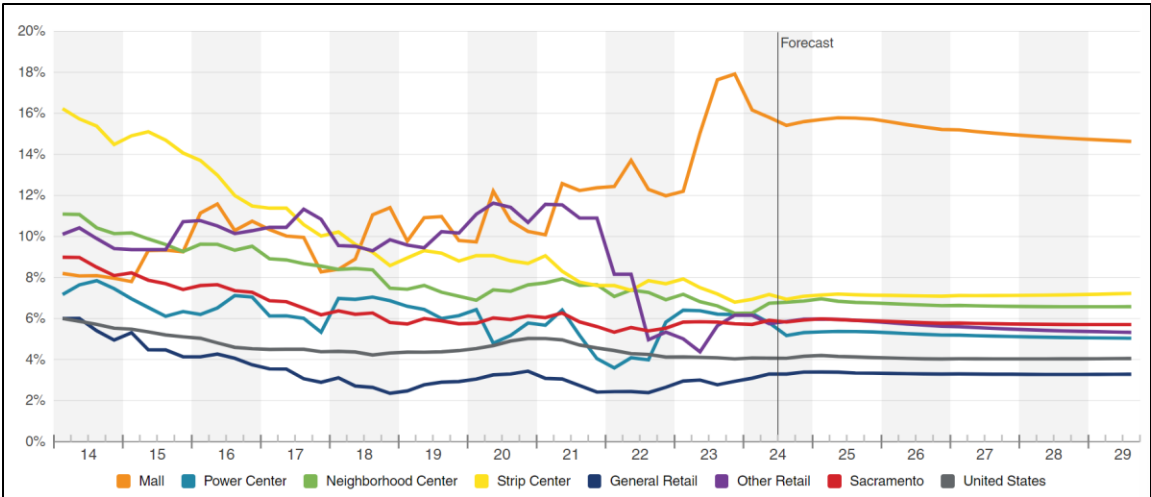


Figure 3.6 Sacramento Region Vacancy Rate



Retail Market Analysis

Retail vacancy varies considerably throughout the Sacramento region. Affluent submarkets like Roseville/Rocklin, Elk Grove and Folsom boast stronger demand figures, higher rent levels, and lower vacancy rates, despite having the largest inventory bases in the region. In contrast, some of Sacramento’s older neighborhoods, such as Citrus Heights, Carmichael, and Highway 50, report vacancy rates of 10% or more as they struggle to fill space.

Leasing activity in 2023 was strong, surpassing 2.3 million square feet, although it fell just short of the 2022 total. Leasing activity in 2024 has so far been below average but is trending positively (**Figure 3.7**). Leasing continues to be driven by demand for smaller spaces, particularly those of 5,000 square feet or less. This demand, making up nearly half of the leasing activity for the year, has come primarily from food and beverage, fitness, and personal service users. However, the 450,000 square feet of net absorption over the past year was largely driven by larger tenants like Costco and Target. Discount retailers, grocers, and fitness users have been the most active in early 2024.

Years of minimal development (**Figure 3.8**) have reduced the amount of institutional-quality space on the market, and many of Sacramento’s premier retail destinations are nearing full occupancy. While a few construction projects currently underway are set to be completed over the next year, their impact on the vacancy rate is expected to be minimal. Most of this construction involves the expansion of existing high-end retail centers, such as Crocker Village in South Sacramento, which will add 59,000 square feet to the shopping center by late 2023, with 23,000 square feet available for lease.

Figure 3.7 Sacramento Region Leasing Activity

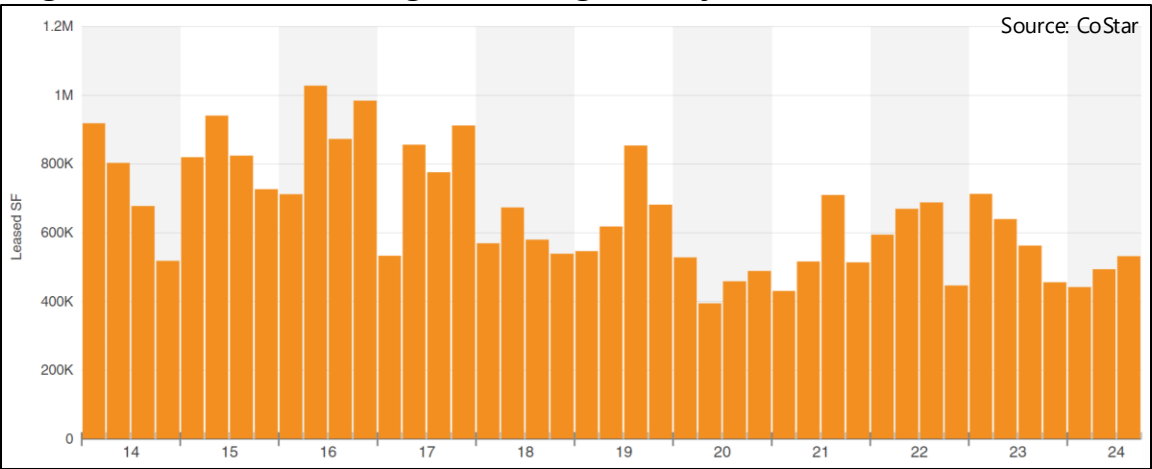
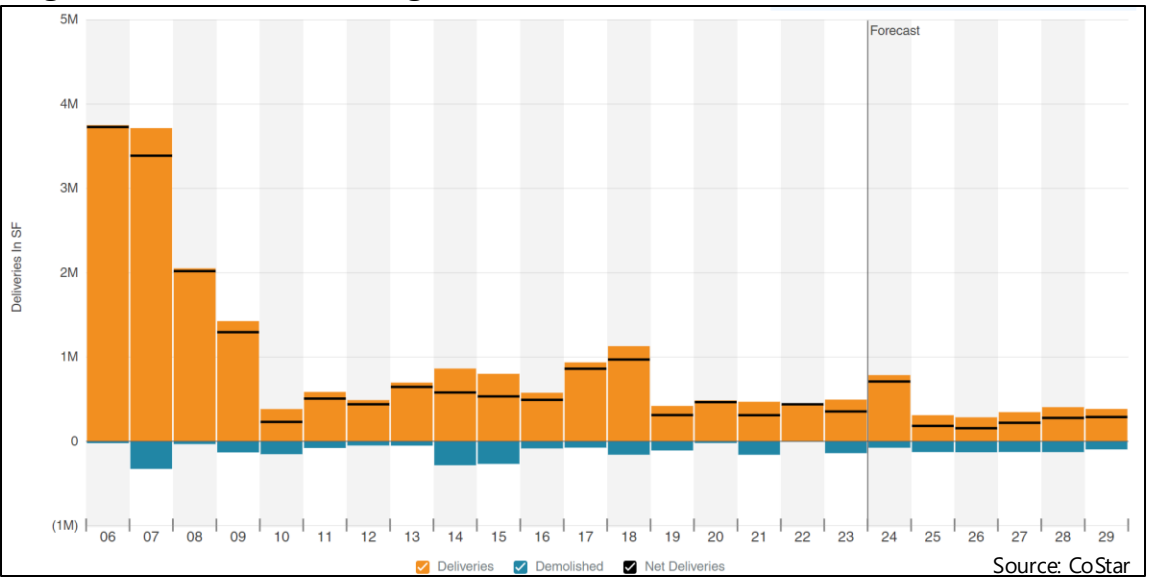


Figure 3.8 Sacramento Region Demolitions & Deliveries



Retail Market Analysis

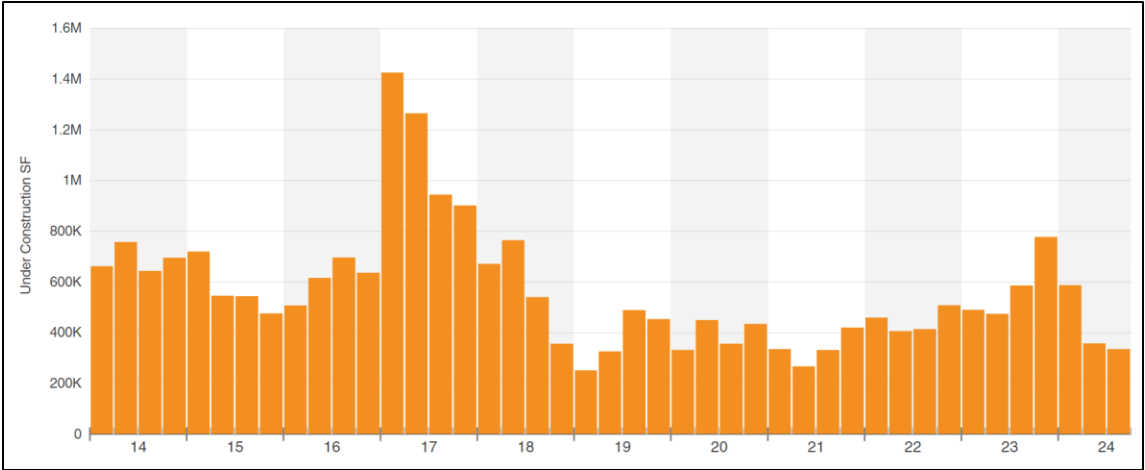
In recent years, Sacramento has mirrored national trends with limited projects currently under construction (**Figure 3.9**), which has remained well below the average levels seen before the Global Financial Crisis (GFC). Currently, only 350,000 square feet of new space is under construction, representing just 0.3% of the total market inventory.

Demand for new construction is expected to remain strong, as vacancy in Sacramento’s 4- and 5-star properties is just 3.5%. The threat of rising supply levels due to new construction is minimal, as construction starts have been minimal in recent quarters (**Figure 3.10**) and development is concentrated in the market’s most sought-after locations and expanding high-end shopping centers. While there is some risk from declining retail sales and additional tenant closures, the overall impact of new construction on supply levels is expected to be limited.

A recent uptick in construction starts is not expected to continue. Much of this recent activity stems from two Costco build-to-suit projects in the latter half of 2023. This shortage of available space leaves large retailers with few expansion options in Sacramento, making new construction increasingly the best option.

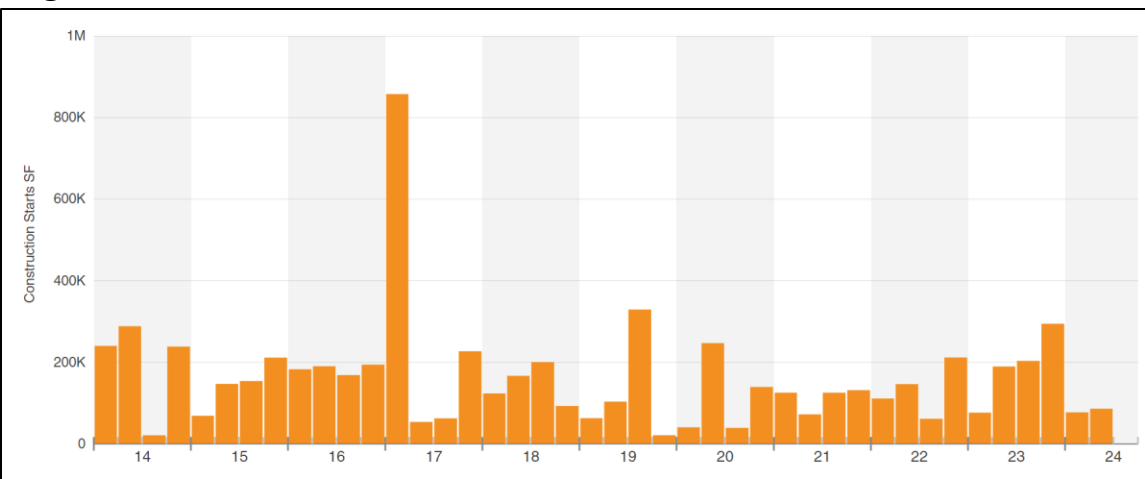
Recent development has primarily been build-to-suit, with only 10% of the newly delivered space available for lease. As a result, the impact on market fundamentals has been minimal. **Most new developments are small, typically under 10,000 square feet, and are located on out-parcels within existing shopping centers. High financing and construction costs have made new projects cost-prohibitive in many cases, which has significantly limited the overall volume of new construction.**

Figure 3.9 Under Construction



Source: CoStar

Figure 3.10 Construction Starts



Source: CoStar

Retail Market Analysis

Regional Retail Rents

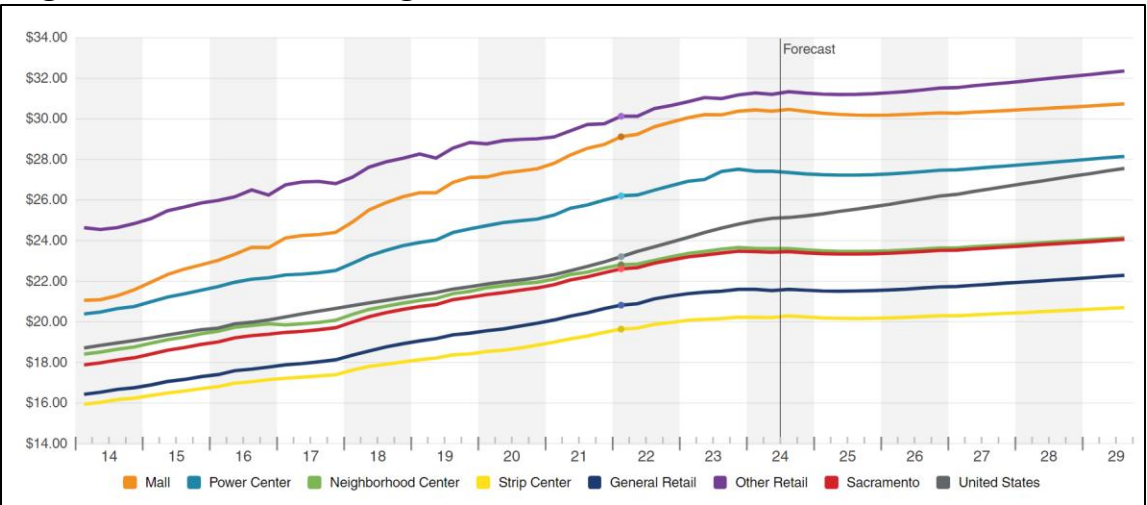
Retail rents in Sacramento have stabilized at \$23.00/SF, showing no change over the past 12 months. By comparison, asking rents grew nationally by an average of 2.4% during the same period, down slightly from their five-year average of 2.5%.

The lack of growth in Sacramento’s rents is largely due to declines in general retail, strip centers, and neighborhood centers, which offset gains seen in other retail segments (**Figure 3.11** and **Figure 3.12**). Power Centers were the best performing retail format, with a modest rent increase of 0.5% over the past year.

Rent levels generally track construction activity and are concentrated in areas with strong demographics, as retailers seek out the region's more affluent locations. In Sacramento, these areas include Roseville/Rocklin, Folsom, Elk Grove and Davis. All these submarkets report retail lease rates at or above the market average, and each has seen rent increases exceeding 2% year-over-year.

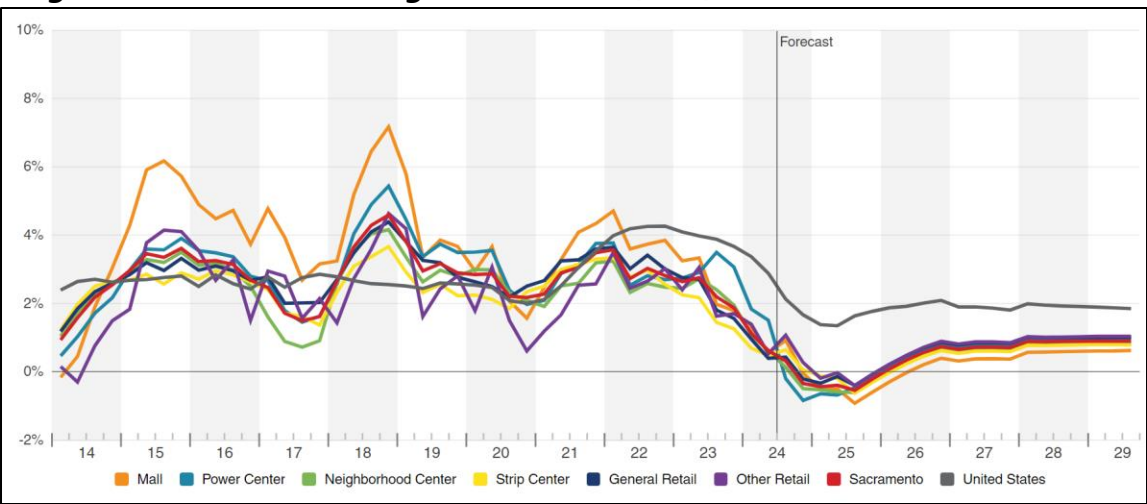
Looking ahead, **the combination of low market availability and strong leasing activity is expected to drive modest rent increases in the short term, in line with the current low growth rates.**

Figure 3.11 Market Asking Rent



Source: CoStar

Figure 3.12 Market Asking Rent Growth (YOY)



Source: CoStar

Retail Market Analysis

Regional Retail Property Sales

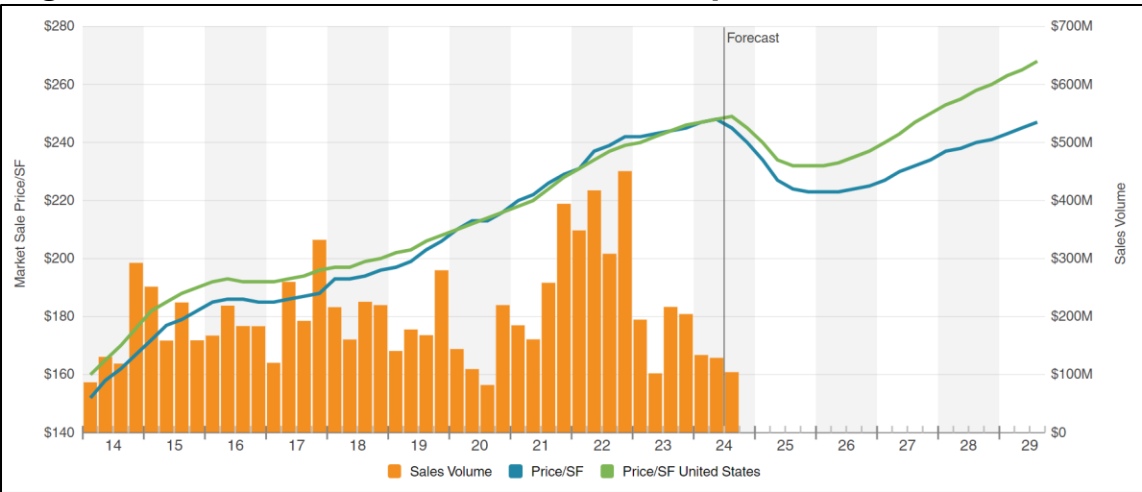
In recent years, investors have been attracted to the aforementioned shift in Sacramento's retail market driven by in-migration and increased income levels. While rent growth has slowed, demand for high-end inventory persists, driving strong capital markets activity despite declining sales volumes across most commercial sectors.

Sales volume for the past 12 months has reached \$550 million, representing a 50% decline compared to 2022 (**Figure 3.13**). Since the start of 2021, private buyers have dominated the market, accounting for 70% of acquisitions and dispositions. Conversely, institutional investors have been reducing their holdings in the region, representing nearly 20% of sales but only 5% of acquisitions during this period. End users and REITs have stepped in to fill the gap, seeking opportunities to capitalize on reduced property values.

A shift to end users and REITs suggests the market has matured, offering more stable, long-term returns rather than speculative gains. REITs and end users are usually more focused on income-producing properties and operational efficiency, which align with a stable, predictable market.

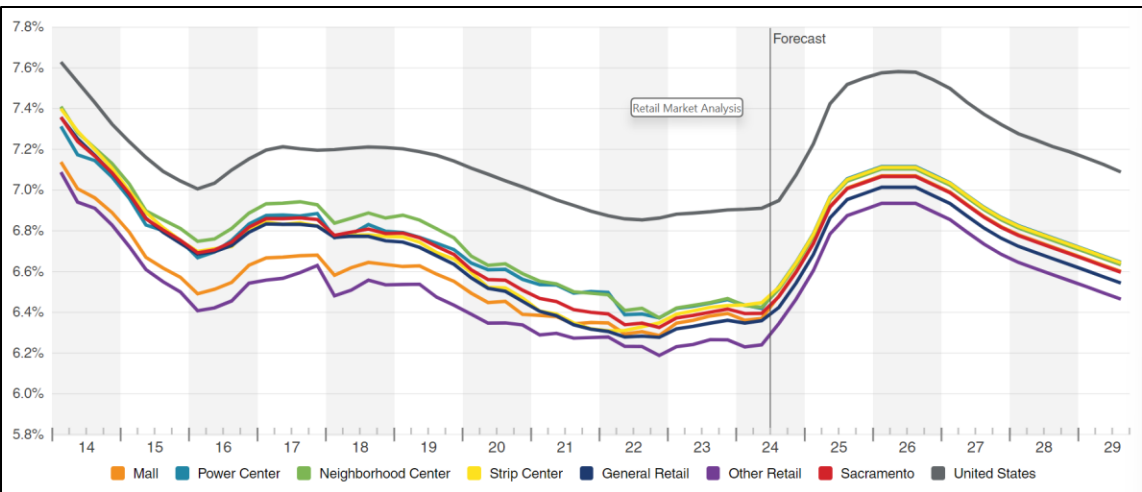
Lower valuations are reflected in cap rates, which for recently closed deals have fallen in the 6.5% to 7.0% range (**Figure 3.14**). Until recently, market participants expected cap rate increases throughout the year, driven by persistently high interest rates. However, at the time of this reporting, there is widespread anticipation of a major rate cut as suggested by the Fed in recent announcements, with a likely commensurate compression in cap rates.

Figure 3.13 Sales Volume & Market Sale Price per SF



Source: CoStar

Figure 3.14 Market Cap Rate



Source: CoStar

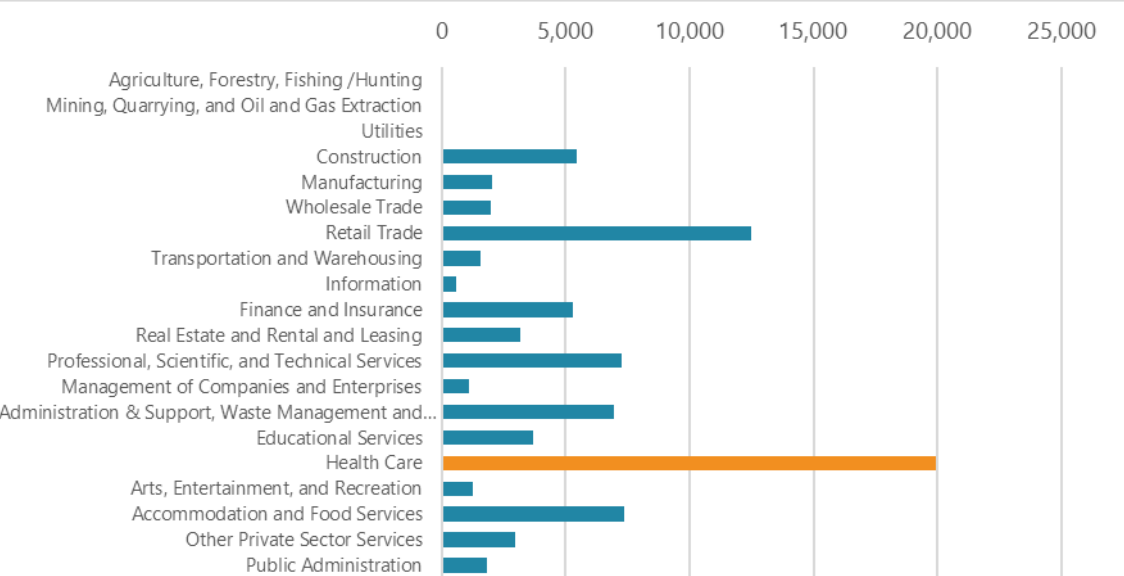
Retail Market Analysis

Roseville/Rocklin Retail Submarket Overview

Roseville/Rocklin (**Figure 3.15**) is Sacramento's largest retail submarket by inventory and is home to some of the premier shopping centers, such as Westfield Galleria at Roseville, Rocklin Commons and Rocklin Crossing. The submarket is also one of the most affluent, with employers like Oracle, United Natural Foods, Rabobank, and Kaiser Permanente.

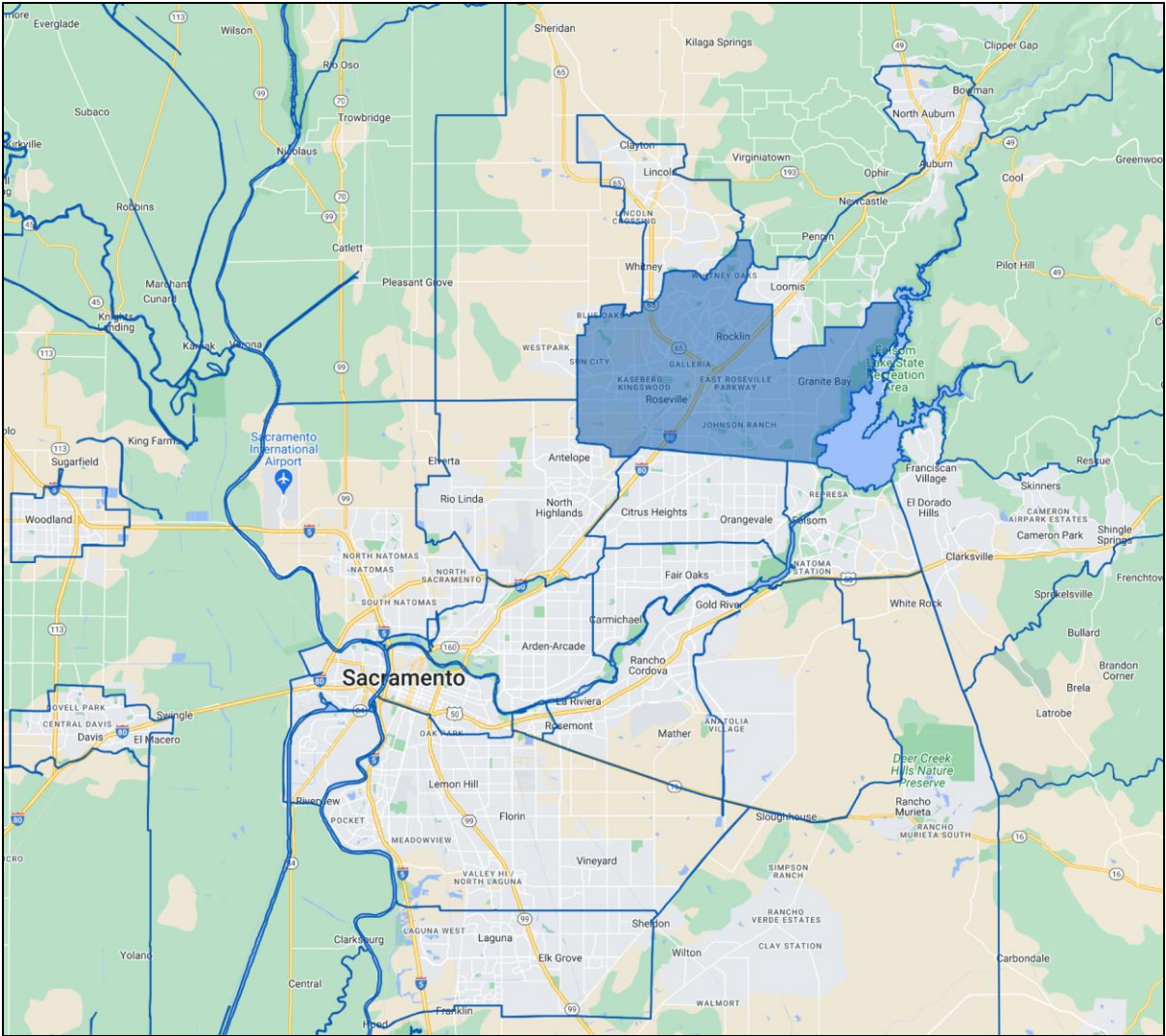
The high concentration of Health Care workers employed in Roseville (**Figure 3.16**) elevates average household incomes in the area, along with strong representation in other high wage sectors. High wages have translated into strong buying power and abundant retail inventory.

Figure 3.16 Roseville Employment Profile



Source: Bureau of Labor Statistics

Figure 3.15 Roseville/Rocklin Submarket



Source: CoStar

Retail Market Analysis

Over the past decade, the Roseville/Rocklin retail submarket has shared a similar pattern to the wider Sacramento market, with absorption consistently exceeding net deliveries. This imbalance has resulted in a declining vacancy rate which currently sits at just 4.7% (**Figure 3.17**). **In contrast to the wider Sacramento area, however, Mall space is at a 1% vacancy while Neighborhood Centers (typically grocery-anchored or drug store-anchored centers of less than 150,000 square feet) are at 8.3% vacancy and Strip Centers (small, unanchored centers) are at 7.7% (Figure 3.18).** An over-development of these smaller centers in the Roseville area in previous decades underlies these higher vacancy rates.

Overall vacancy for all retail formats has remained stable over the past six months. Significant moveouts during the first half of 2024 have contributed to a trailing 12-month net absorption of -65,000 square feet. This negative figure is largely due to a few major moveouts, most notably Walmart closing its 45,000-square-foot store at 4080-4090 Douglas Blvd in Granite Bay and Rite Aid closing a 31,000-square-foot location at 4004 Foothills Blvd. **Both these locations are Neighborhood Centers.**

Although local leasing brokers highlight the shortage of Anchor and Junior Anchor space in the Sacramento market, it should be noted that **no new move-ins to Roseville/Rocklin in recent quarters have exceeded 10,000 square feet.** The market is forecast to remain in a balanced state between supply and demand, with vacancy rates remaining near to their current levels for each retail format over the next five years. **For Neighborhood Centers and Strip Centers this will limit local landlords' ability to raise rents.**

Figure 3.17 Roseville/Rocklin Net Absorption, Deliveries & Vacancy

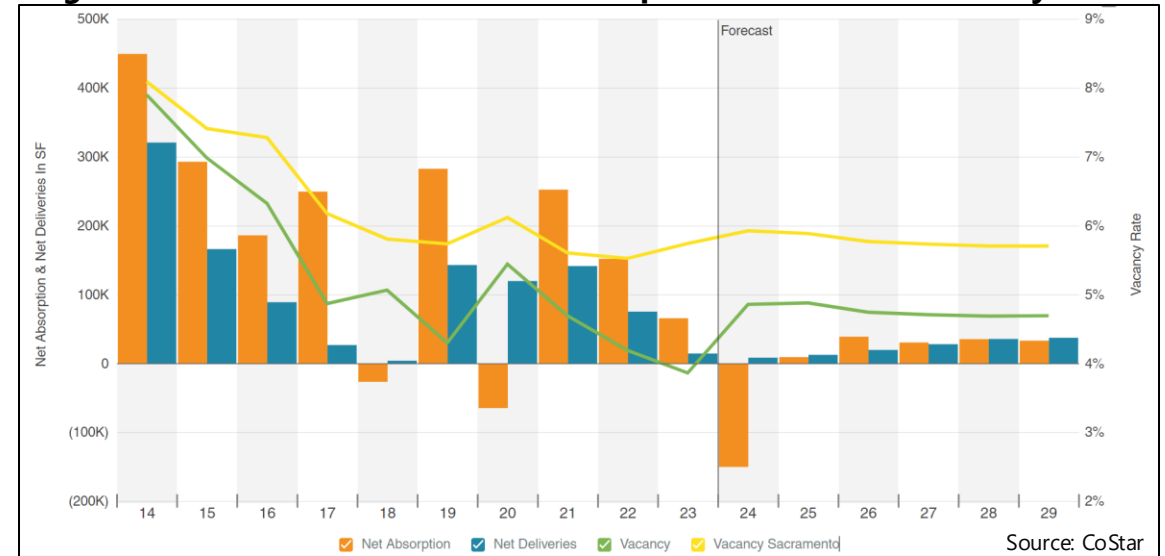
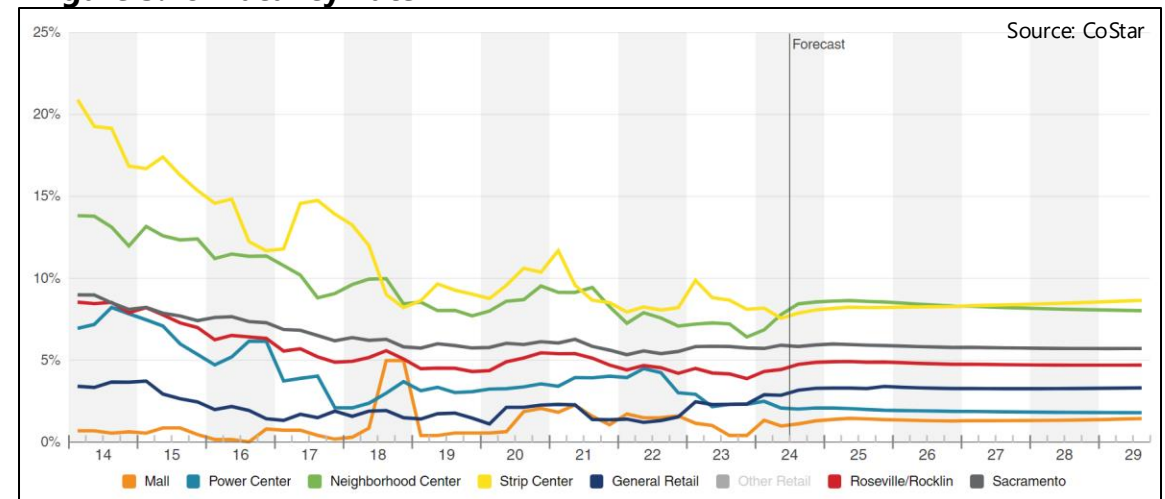


Figure 3.18 Vacancy Rate



Retail Market Analysis

A comparison of the wider Sacramento market with the local submarket provides additional insights to current and future retail market dynamics (**Table 3.1**). Vacancy sits at 4.7% in the submarket, significantly below the 5.8% of the wider market. The Roseville/Rocklin submarket commands a rent premium due to its affluent population base and the strong performance of its retail locations. Rental growth, cap rates and sales prices show a slight premium to the wider market as well.

Notably, although Roseville/Rocklin has absorbed retail space at an above average pace over the past 12 months, the amount of new inventory currently under construction is minimal. In fact retail development has been minimal over the past 15 years, with construction surpassing 200,000 square feet only once, in 2013.

Table 3.1 Metro Sacramento & Roseville/Rocklin Submarket - Retail Market Performance

Indicator	Metro Sacramento	Roseville/Rocklin Submarket	Comments
Inventory	113M SF	15.9M SF	Roseville/Rocklin contains 14.1% of Metro Sacramento's retail inventory.
Vacancy Rate	5.8%	4.7%	Retail markets with less than 5% vacancy can be supportive of new development. Roseville/Rocklin has a healthy vacancy rate.
Asking Rent Range (NNN \$/SF/YR)	\$23.46	\$27.09	Higher rent than the Metro average.
Rental Growth (YOY)	2.2%	2.3%	Moderate rental growth contrasts with low vacancy. Forecast is for continued slow growth rates.
Cap Rates	6.4%	6.3%	Roseville/Rocklin cap rates tracking lower than the Metro average, likely due to extremely low vacancy rates and above average household incomes. Higher values equate to lower valuations.
Annual Absorption (10-Year Average)	858K SF	164K SF	The Roseville/Rocklin submarket contains 14.1% of total metro inventory but has garnered 18.6% of absorption over the past 12 months. Indicates positive momentum in the local area.
Under Construction	336K SF (0.3% of inventory)	13K SF (0.08% of inventory)	Current construction is minimal in the submarket (3.9% of Metro Sacramento total), despite low vacancy and rapid absorption.
Sale Price per SF	\$247	\$271	Sales prices are less than the cost of new construction, although based on a number of older properties.

Source: CoStar

Retail Market Analysis

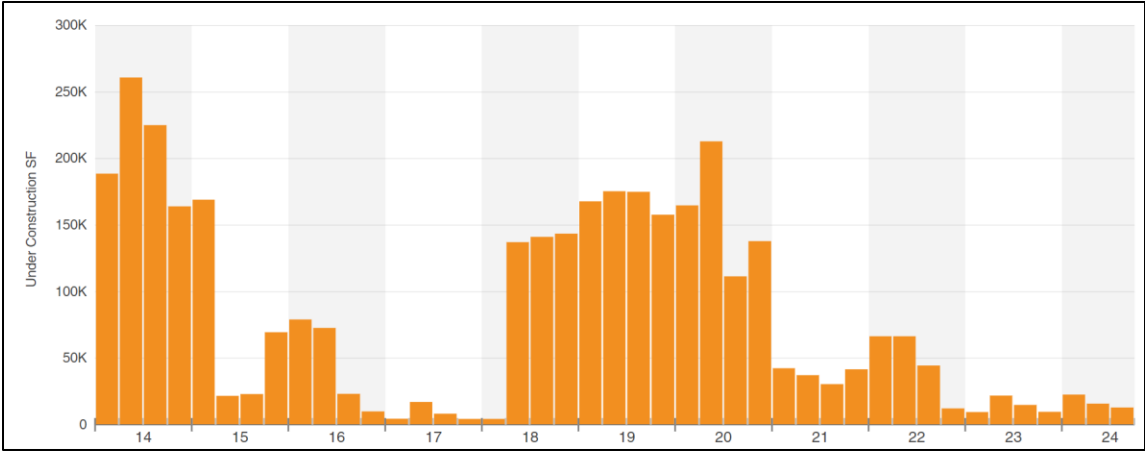
Market observers frequently point to the oversupply of retail space from 2006 and 2007 as a reason for the lack of new construction during the subsequent economic expansion. Since early 2020, no groundbreakings have exceeded 50,000 square feet (**Figure 3.19**), and no new projects are expected to start over the next 12 to 18 months.

The area's average rent is nearly 20% higher than the metro average. It has always been one of the most expensive areas in Sacramento, commanding a premium for access to the more affluent population base and some of the best-performing retail locations in the market. However, over the five-year forecast horizon, rental rates are anticipated to remain near flat, with only modest gains by 2030 (**Figure 3.20**). **The combination of flat rental rates and significantly inflated construction costs will likely keep new retail construction to a minimum over the forecast horizon.**

Roseville/Rocklin is still one of the most popular locations for retailers. Leasing agents are optimistic about the submarket's longer-term prospects and believe it will be one of the first areas to see development once construction begins to make financial sense again.

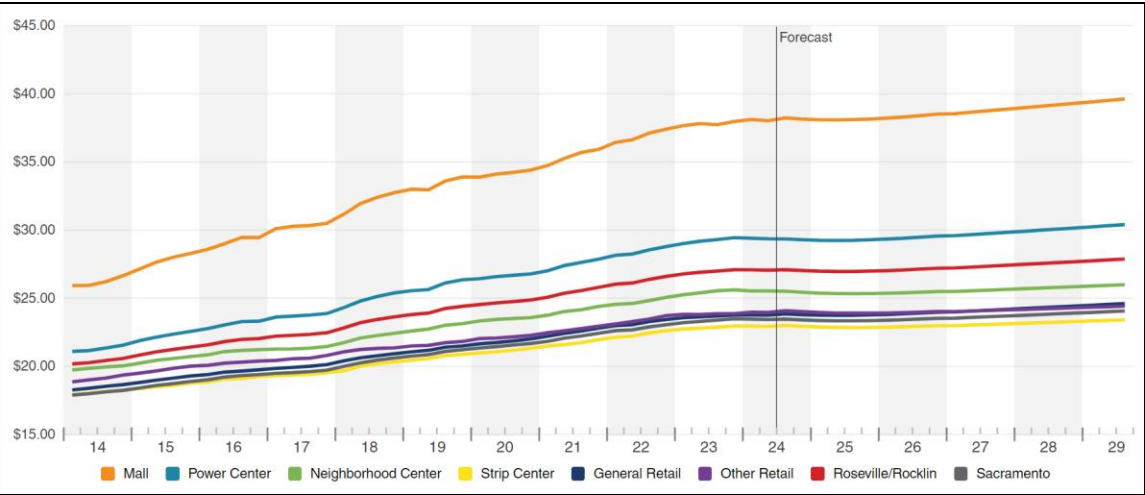
This sentiment is supported by a comparison of the market performance metrics with its 10-year historic average as illustrated in **Figure 3.21**. Vacancy and cap rates are currently tracking near to 10-year lows while asking rent, sales prices and sales volumes sit well above the historic average. This sets the stage for substantial retail development once costs and revenues begin to realign over the longer term.

Figure 3.19 Under Construction



Source: CoStar

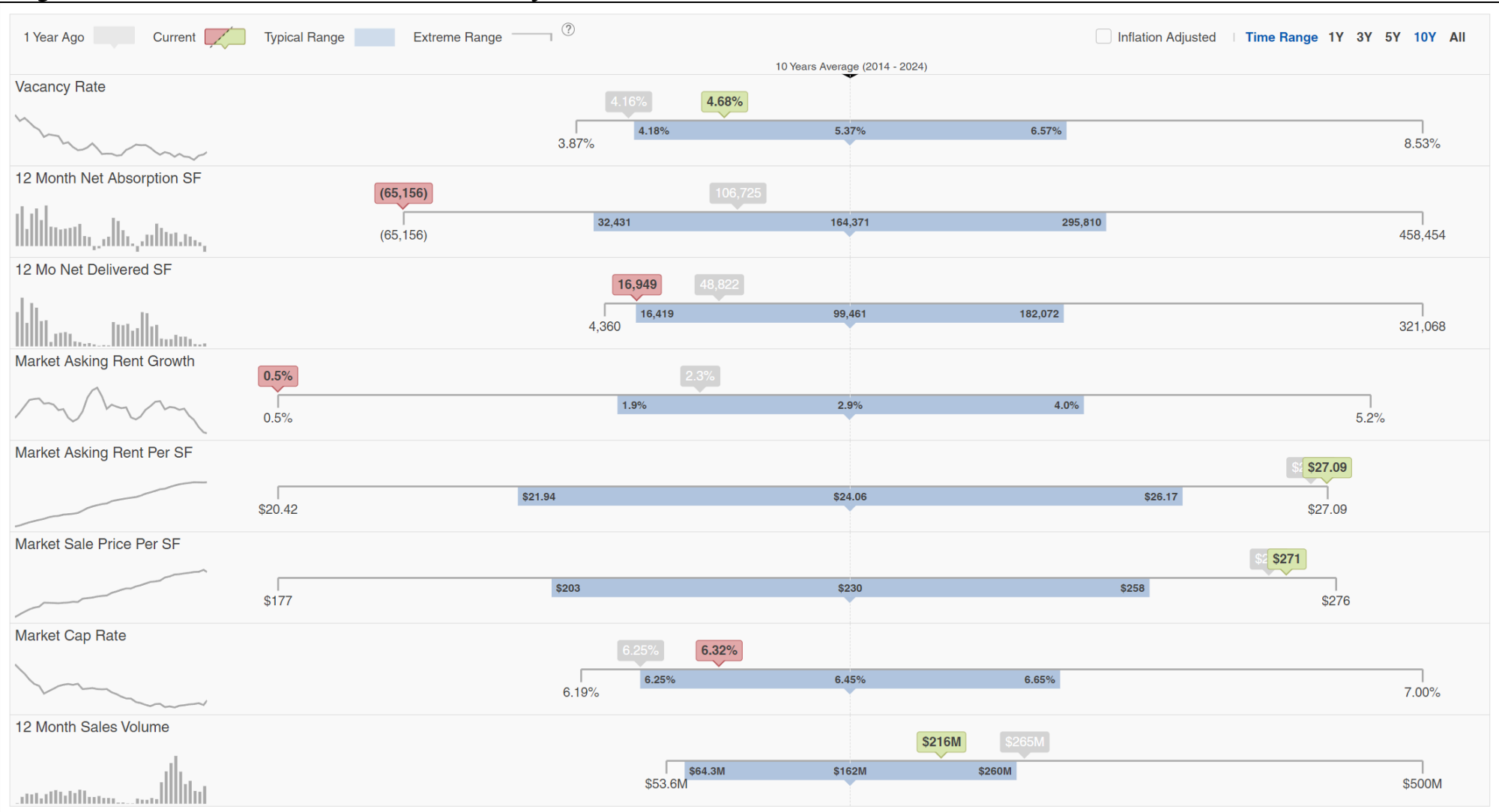
Figure 3.20 Market Asking Rent



Source: CoStar

Retail Market Analysis

Figure 3.21 Roseville/Rocklin Submarket – Key Performance Indicators



Source: CoStar

Retail Market Analysis

Retail Property Sales

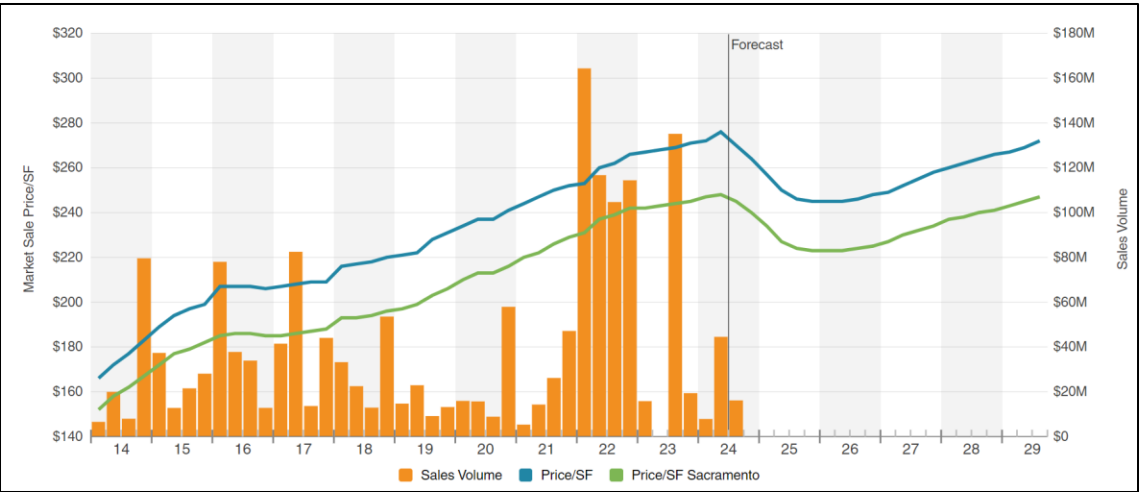
Sales activity in the past 12 months has been strong, with a total of \$127 million from 28 transactions. Investor interest in the area has nearly returned to the five-year average of \$184 million (**Figure 3.22**).

Private buyers have dominated this submarket for years, making up 75% of acquisitions over the past five years. This share has increased to 90% in the current lending environment, as private buyers have taken over from some institutional players, who have been responsible for 60% of dispositions.

A prime example is Cane Companies' acquisition of Creekside Town Center from AEW Capital Management. Cane paid \$125.5 million (\$366 per square foot) for the Power Center, representing a 6.05% cap rate. The center, located at the intersection of Roseville Parkway and Galleria Boulevard, is one of the area's premier locations and is anchored by Best Buy, Barnes & Noble, and Burlington.

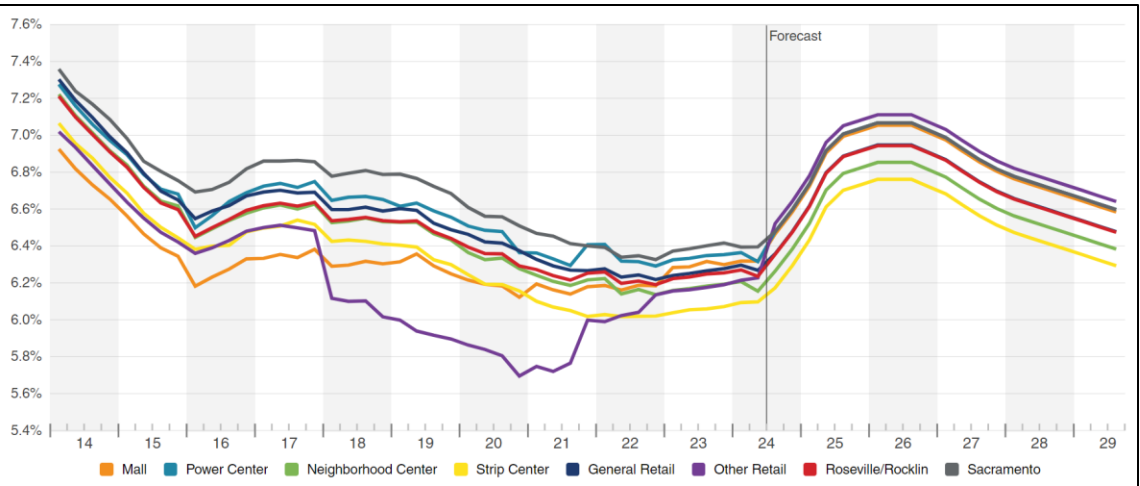
Local brokerages cite a reserve pool of investors waiting for prices to drop, as seen in the Creekside Town Center deal. There is still demand for well-performing properties, and this is reflected in current cap rates which range in the mid-6% range (**Figure 3.23**). Roseville/Rocklin has several similar assets, positioning the area to achieve higher transaction levels more quickly than other submarkets within Sacramento.

Figure 3.22 Sales Volume & Market Sale Price per SF



Source: CoStar

Figure 3.23 Market Cap Rate



Source: CoStar

Retail Market Analysis

Competitive Analysis

The retail development at WB-42 will compete with numerous competitive nodes in Roseville. For community-scale retail developments, comparable centers located within a 10-minute drive-time zone present the most substantial competition, as most consumers will drive up to 10 minutes to shop for daily staple items such as grocery, drug store, alcohol, fitness and services. As shown in **Table 3.2** and **Figure 3.24**, there are a total of five competitive retail nodes within a 10-minute drive from the WB-42, and an additional eight clustered along Foothills Blvd, just over 10 minutes drive.

Table 3.2 Competitive Retail Developments

#	Name	Address	Site Size	Retail Type	Retail SF	Anchor Tenant (s)
1	Westpark Village Centre	2320 Pleasant Grove Blvd	3.5	Neighborhood Centre	24,700	Kitchen 747
2	Plaza at Blue Oaks	5351 Fiddymment Road	13.3	Power Centre	49,950	Rayleys O-N-E
3	Fiddymment Plaza	4701 Fiddymment Road	1.4	Strip Centre	8,802	Chevron Gas Station
4	Woodcreek Village Shopping Centre	4001-4051 Woodcreek Oaks Blvd	10	Neighbourhood Centre	81,861	Rayleys, Wells Fargo, Starbucks
5	CVS	1771 Pleasant Grove Blvd	2.8	Strip Centre	30,000	CVS
Outside of 10-Minute Drive Time Area						
6	Woodcreek Oaks	1261-1271 Pleasant Grove Blvd, 7452 & 7480 Foothills Blvd		Strip Centre	52,950	Arco, Medical Office and Individual Retailers
7	Arbor View Village	1241-1259 Pleasant Grove Blvd, 7441-7451 Foothills Blvd		Neighbourhood Centre	83,646	Medical Offices and Individual F&B
8	Foothill Village Oaks	5100-5180 Foothills Blvd		Neighbourhood Centre	83,438	Dollar Tree, Kiddie Academy of Roseville, F&B
9	Foothill Junction Shopping Center	5003-5181 Foothills Blvd		Neighbourhood Centre	109,903	Savemart, CVS, F&B
10	Foothills Junction	5010-5098 Foothills Blvd		Neighbourhood Centre	111,050	InShape Family Fitness, Kindercare
11	Brickyard Shopping Centre	4000 Foothills Blvd		Neighbourhood Centre	129,382	Bel Air, Starbucks, Bank of America
12	Elk Hills Plaza	1225 Baseline Road, 3992 & 3994 Foothills Blvd		Strip Centre	N/A	McDonalds, East West Foods, Individual F&B
13	Walgreens Shopping Centre	3981 - 3999 Foothills Blvd		Power Centre	N/A	Walgreens
14	Crocker Ranch – Safeway	SWC Blue Oaks Boulevard & Woodcreek Oaks Boulevard		Neighbourhood Centre	81,000	Safeway
15	Campus Oaks	SEC Blue Oaks Boulevard & Woodcreek Oaks Boulevard		Neighbourhood Centre	115,300	Nugget Markets

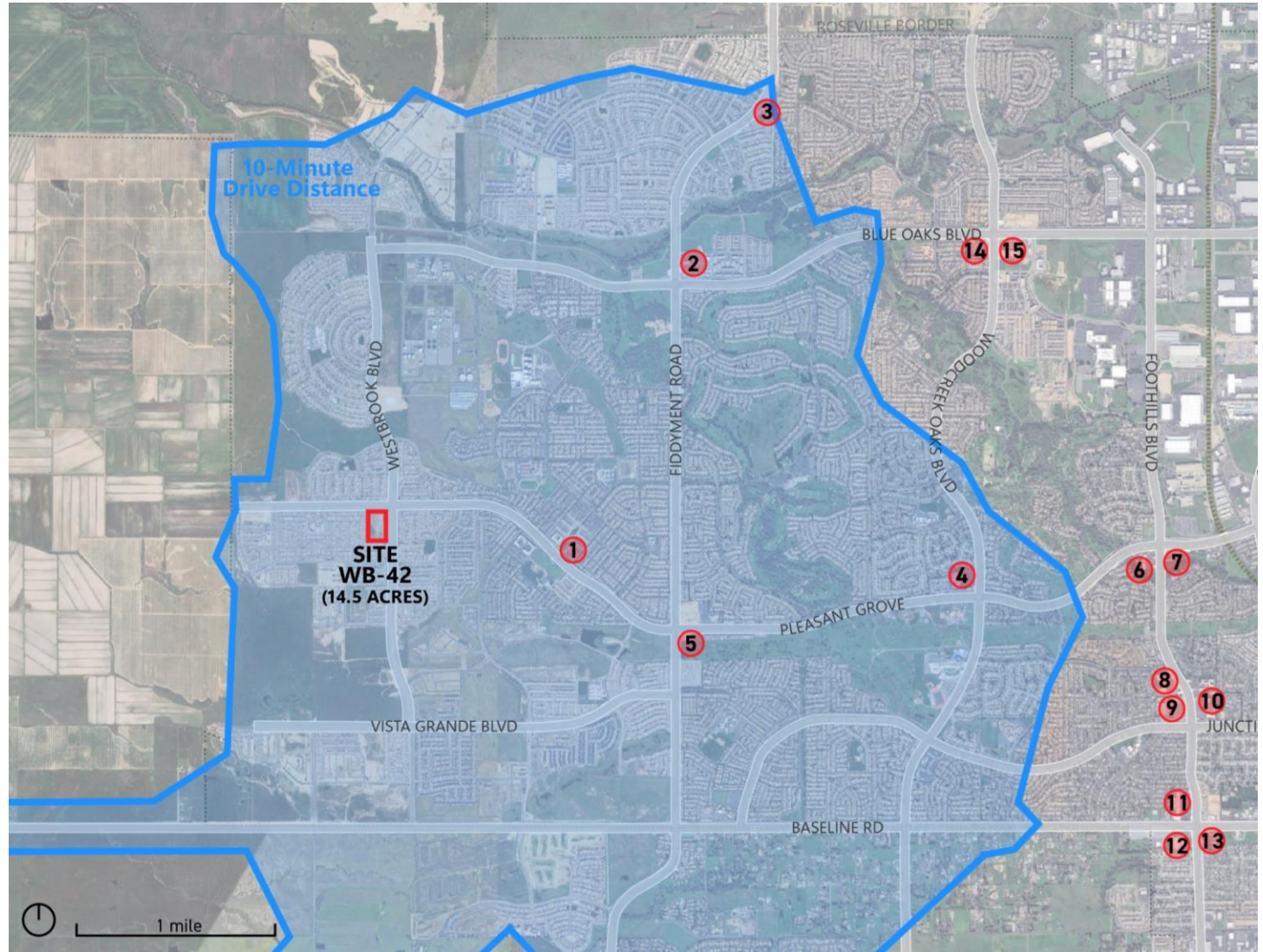
Retail Market Analysis

WB-42 would be the current westernmost location for retailing in the area. Competition in the immediate area is minimal, creating a captive market in the site's vicinity. However, WB-42 is somewhat of a "180-degree" retail site as opposed to the optimal "360-degree" sites that can draw patronage from all directions. Future residential development to the west is expected to commence over the next several years, but developers typically "follow rooftops" and require a financial break-even point within seven years of development. **As such, the appropriate size for retail development at WB-42 is likely less than its 14.5 acres could accommodate**, which is the subject of further evaluation in the Trade Area Analysis section of this report.

Under Construction & Pipeline Retail

In addition to existing retail areas, a number of large retail developments that are either planned or under construction (**Table 3.3** and **Figure 3.25**). The major developments are clustered along Baseline Road, which is envisioned to become a core retail and commercial corridor in this area of Roseville. Based on this analysis, **between 1.7 million to 2 million SF of retail is planned or under construction within the surrounding area.**

Figure 3.24 Competitive Retail Developments



Retail Market Analysis

A Safeway-anchored Neighborhood Centre has also been approved just to the east of the site at Pleasant Grove/Fiddymment Road, with plans for additional community commercial at the SE and SW corners of this key intersection. Of note, a large, Costco-anchored Power Center (Baseline Marketplace) is planned on the corner of Baseline Road and Fiddymment Road, proposed for 750,000SF of retail and F&B space including two additional major anchors. The average Costco markup is only about 11% compared to 20-25% for traditional supermarkets, making them highly competitive and impactful on the local areas they locate in. Large format discounters already take up 47% market share of the grocery business, making it a challenge for mid-sized grocery stores.

As a result, many grocery chains have adopted smaller format stores with an increased focus on fresh foods and prepared meals to differentiate from the bulk packaged goods offered by discounters. Specialized stores with curated selections are better able to compete on convenience, freshness, and service rather than price. **With smaller, more specialized stores, land requirements for many new grocery outlets have shrunk substantially, along with the amount of ancillary retail they support. While 15-acre sites were the industry norm for new grocery-anchored centers in previous decades, these centers are now typically built in on 5- to 8-acre parcels.**



Anchor



Shops 1



Pad B

West Roseville Marketplace - Safeway
1730 Pleasant Grove Blvd



Baseline Marketplace - Costco
5000 Baseline Road



Plaza at Blue Oaks – Rayleys (recently constructed)
5351 Fiddymment Road

Retail Market Analysis

Table 3.3 Planned & Under Construction Retail Developments

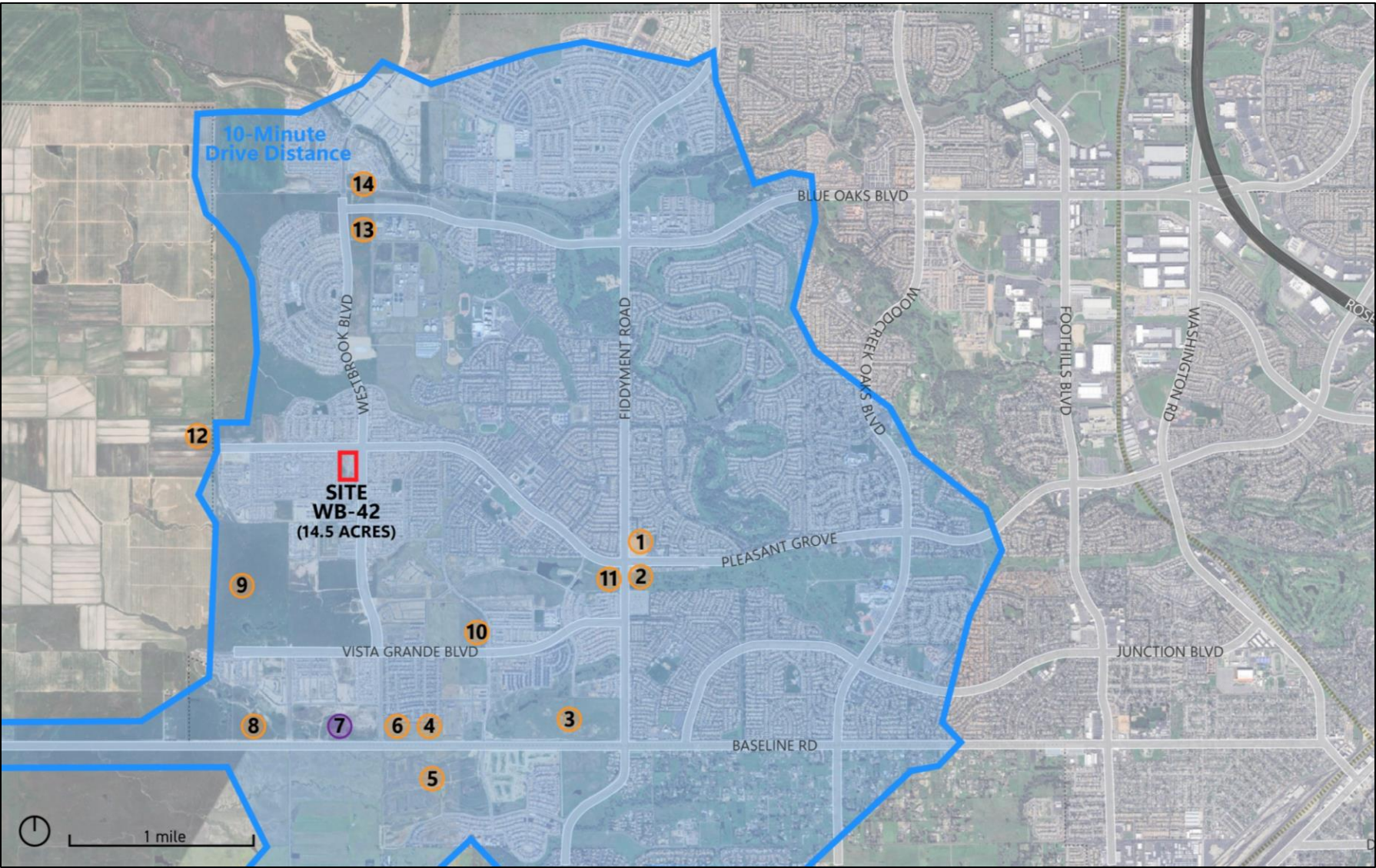
#	Name	Address	Site Size (Acres)*	Retail Type	Retail SF	Anchor Tenant (s)	Status
1	West Roseville Market Place	1798 Pleasant Grove Blvd	8.7	Power Center	75,042	Safeway	Approved
2	Grocery Outlet	1751 Pleasant Grove Blvd	3.1	Strip Centre	20,600	Grocery Outlet	Approved
3	Baseline Marketplace	5200 Baseline Road (DF-40, DF-41, DF-42)	80	Power Center	160,529 Costco Approved Total of ~750,000 planned	Costco	Costco Phase Approved
4	KT-42	Sierra Vista Specific Plan	8.45	Commercial	~73,616	N/A	Planned (vacant)
5	KT-43	Sierra Vista Specific Plan	11.91	Commercial/Business Professional	~103,760	N/A	Planned (Vacant)
6	Placer Vineyards	Baseline Road & Watt Ave	5,230	Neighborhood Centre	342,250	N/A	Approved
7	Erickson Seniors Living	6000 Baseline Road	59	Seniors Living Community	0	N/A	Approved
8	KT-40A/B/C	Sierra Vista Specific Plan	23.42	Commercial Mixed-Use	~204,035	N/A	Planned (vacant)
9	FD-40	Sierra Vista Specific Plan	7.55	Commercial	~10,000 Only 1 acre of this site is developable due to powerlines		Planned (vacant)
10	FD-41	Sierra Vista Specific Plan	5.71	Commercial Mixed Use	~49,746		Planned (vacant)
11	JM-41	Sierra Vista Specific Plan	13.5	Commercial/Business Professional	~117,612		Planned (vacant)
12	Regional University Community Commercial	Placer County	12	N/A	~104,544	N/A	Planned (vacant)
13	Blue Oaks & Westbrook Blvd (SE Corner)	5480-5484 Philip Road	13	Commercial Centre (adjacent Soccer Complex)	~113,256	Restaurants, Hotel, Sporting Goods, Neighborhood Retail	Planned (vacant)
14	Blue Oaks & Westbrook Blvd (NE Corner)	3040 Blue Oaks Drive	9.2	Commercial Centre	~80,150	N/A	Planned (vacant)

*For Developments noted as Planned (Vacant), the retail square footage was calculated using a standard retail 0.2 floor area ratio and intended as an estimation of potential build-out. This is consistent with recent retail developments in the area.

These sites are zoned as Community Commercial which allows up to 0.4 FAR.

Retail Market Analysis

Figure 3.25 Planned & Under Construction Retail Developments



- Retail
- Non-Retail

#	Name	Retail SF	Status
1	West Roseville Market Place	75,042	Approved
2	Grocery Outlet	20,600	Approved
3	Baseline Marketplace	160,529 Approved Total of 750k planned	Approved
4	KT-42	~73,616	Planned (vacant)
5	KT-43	~103,760	Planned (vacant)
6	Placer Vineyards	342,250	Approved
7	Erickson Snrs Living	0	Approved
8	KT-40A/B/C	~204,035	Planned (vacant)
9	FD-40	~10,000	Planned (vacant)
10	FD-41	~49,746	Planned (vacant)
11	JM-41	~117,612	Planned (vacant)
12	Regional University Community Commercial	~104,544	Planned (vacant)
13	Blue Oaks & Westbrook Blvd (SE Corner)	~113,256	Planned (vacant)
14	Blue Oaks & Westbrook Blvd (NE Corner)	~80,150	Planned (vacant)

Retail Market Analysis

Trade Area Analysis

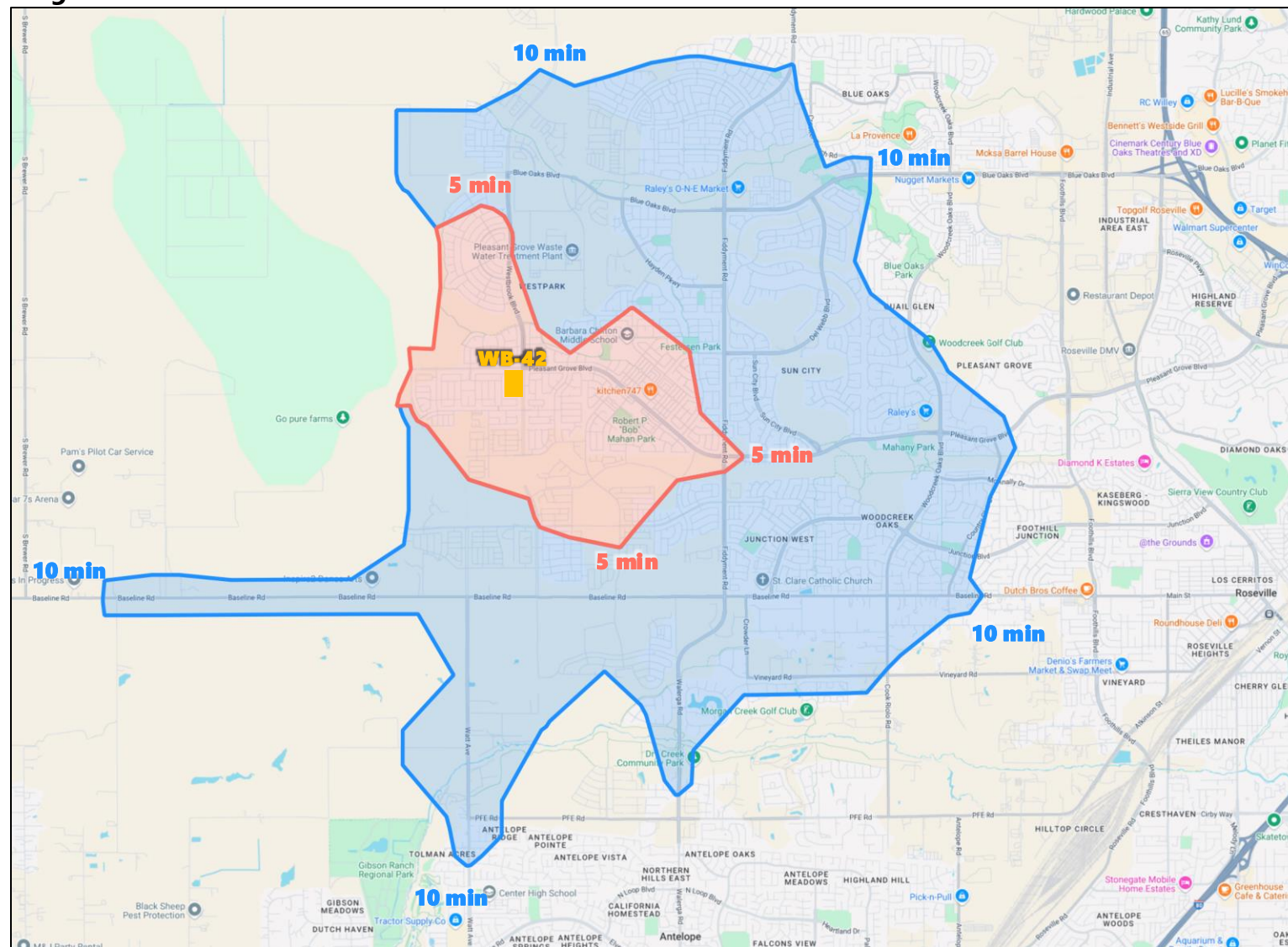
A retail trade area is a geographic region from which a retail development attracts 80% to 90% of its customers. This area is determined by factors such as travel time, competition, demographics, and established consumer behavior patterns.

Understanding the retail trade area is crucial for a retail development as it helps identify the future customer base, assess the competitive landscape and forecast sales. Furthermore, by analyzing the demographics and spending patterns within the trade area, the retail tenant mix can be tailored to local preferences thereby enhancing its overall performance.

Travel time is the most significant factor in delineating a trade area boundary. For suburban retail projects travel time is measured as drive time as most shopping, dining and entertainment trips are made with a private automobile and ride sharing services.

Figure 3.26 illustrates the 5-minute and 10-minute drive time zones from the site in non-rush hour periods. For smaller suburban neighborhood-oriented centers, a 10-minute drive time typically represents the outer limit of a trade area.

Figure 3.26 Drive Time Isochrones from WB-42



Retail Market Analysis

Additional **miscellaneous patronage** is anticipated from beyond the trade area, primarily from Sacramento area residents living outside the trade area and visitors to the region. Both these patronage groups represent a significant potential source of business that must be considered as well in the retail forecast.

A demographic profile was collected for the trade area and its component parts. Key findings are detailed as follows.

Population: Currently approximately 51,000 people reside within the Trade Area. This total is forecast by ESRI to increase to 56,000 by 2029 at an average annual rate of 2.0%, which is four times the national rate of growth.

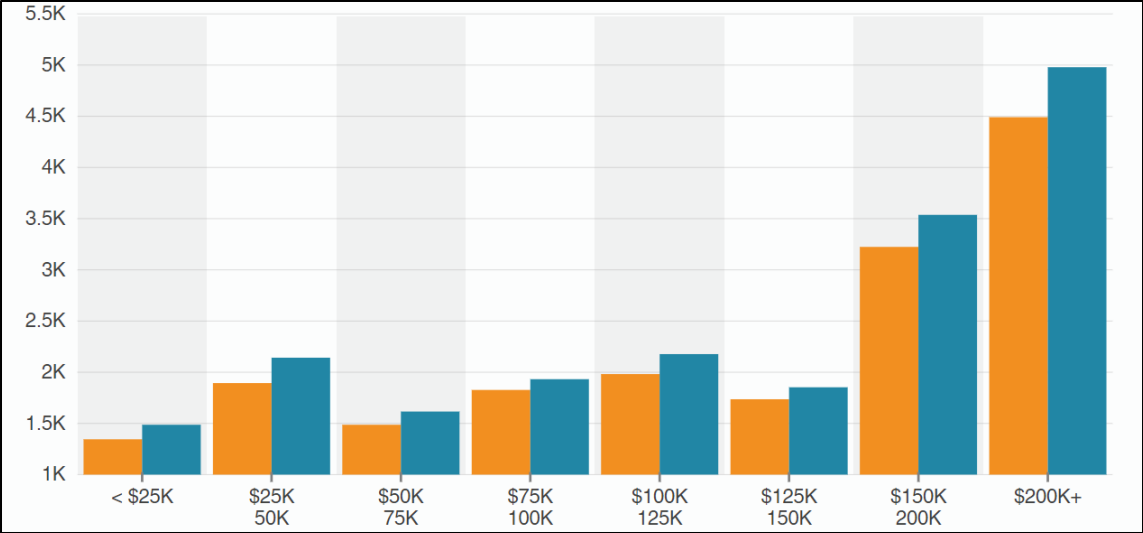
Income: Average household income exceeds \$153,000 which is well above the national average of \$87,800. The largest income cohort in the trade area is households earning more than \$200,000 per year (**Figure 3.27**).

Educational attainment: Over 45% of local adults have at least a Bachelors Degree, which is nearly 20% higher than the national average.

Age Profile: Households in the trade area skew towards families with a large percentage of children and parent age cohorts (**Figure 3.28**). Seniors aged 65+ are prominent in the area but are a smaller percentage of the total population than they are nationally.

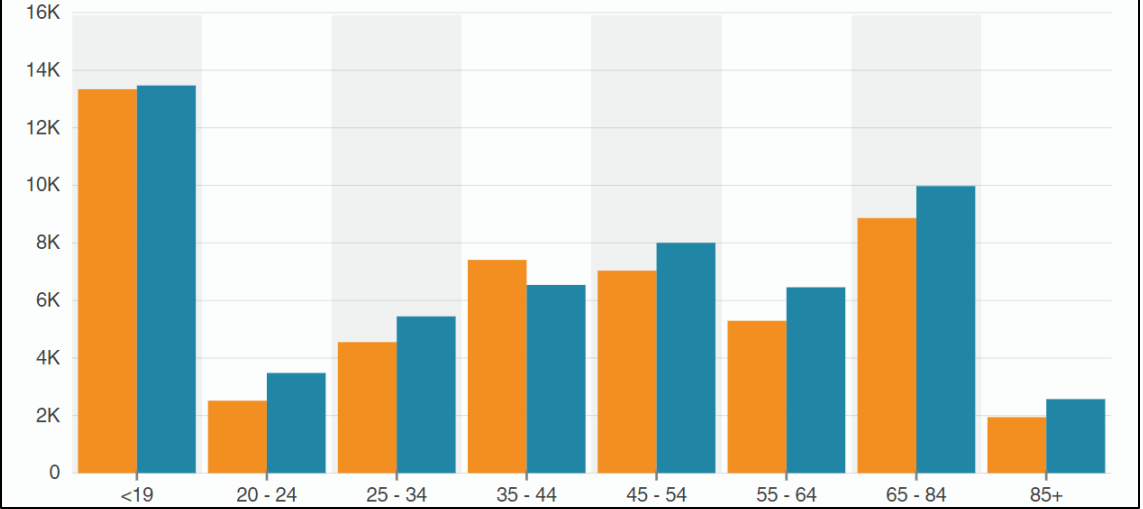
Overall, the trade demographics are highly supportive of retail development. Population growth is forecast to be high in the next five years, as additional higher-income, family-oriented households move to the local area.

Figure 3.27 Trade Area Household Income Distribution



Source: ESRI

Figure 3.28 Trade Area Age Profile



Source: ESRI

Retail Market Analysis

Data on retail expenditure was collected for both the Primary Trade Area and Secondary Trade Area (**Table 3.4**). Retail spending in the area is commensurate with its higher income profile and is well above the national average.

Spending is also shaped by the strong family-oriented profile of local households, with particularly high spending on Grocery, Sporting Goods, Toys & Hobbies, and Limited-Service Restaurants.

The Trade Area's total aggregate retail expenditure potential is currently estimated at \$616 million, of which \$116 million is located within the Primary Trade Area surrounding the site.

As detailed in **Table 3.5**, the total Trade Area expenditure is slated to grow from its current \$616 million in 2025 to \$757 million by 2030 at an average annual growth rate of 3.2%.

Table 3.4 Trade Area Retail Expenditure Per Capita and Total

Per Capita Retail Expenditure	PRIMARY TRADE AREA		SECONDARY TRADE AREA	
	Per Capita Expenditure	Total Expenditure (\$M)	Per Capita Expenditure	Total Expenditure (\$M)
Convenience	\$3,170	\$31.9	\$3,355	\$137.2
Grocery	\$1,910	\$19.2	\$2,023	\$82.7
Drugstore	\$504	\$5.1	\$561	\$22.9
Alcohol & Tobacco	\$395	\$4.0	\$395	\$16.1
Personal Services	\$362	\$3.6	\$377	\$15.4
Comparison Retail	\$6,358	\$64.1	\$6,804	\$278.2
Clothing Stores	\$751	\$7.6	\$775	\$31.7
Shoe Stores	\$153	\$1.5	\$178	\$7.3
Jewelry Stores	\$242	\$2.4	\$269	\$11.0
Health & Beauty	\$463	\$4.7	\$516	\$21.1
Furniture & Accessories	\$488	\$4.9	\$517	\$21.2
Appliances & Electronics	\$966	\$9.7	\$1,032	\$42.2
Home Improvement	\$295	\$3.0	\$314	\$12.8
Books & Media	\$34	\$0.3	\$40	\$1.6
Sporting Goods	\$134	\$1.4	\$153	\$6.3
Toys & Hobbies	\$123	\$1.2	\$136	\$5.6
Specialty Retail	\$127	\$1.3	\$138	\$5.7
General Merchandise	\$2,582	\$26.0	\$2,736	\$111.9
F&B/Entertainment	\$1,934	\$19.5	\$2,080	\$85.0
Full Service Restaurants	\$887	\$8.9	\$945	\$38.6
Limited Service Restaurants	\$725	\$7.3	\$773	\$31.6
Family Entertainment & Concessions	\$322	\$3.2	\$362	\$14.8
Total Expenditure	\$11,461	\$115.5	\$12,239	\$500.3

Retail Market Analysis

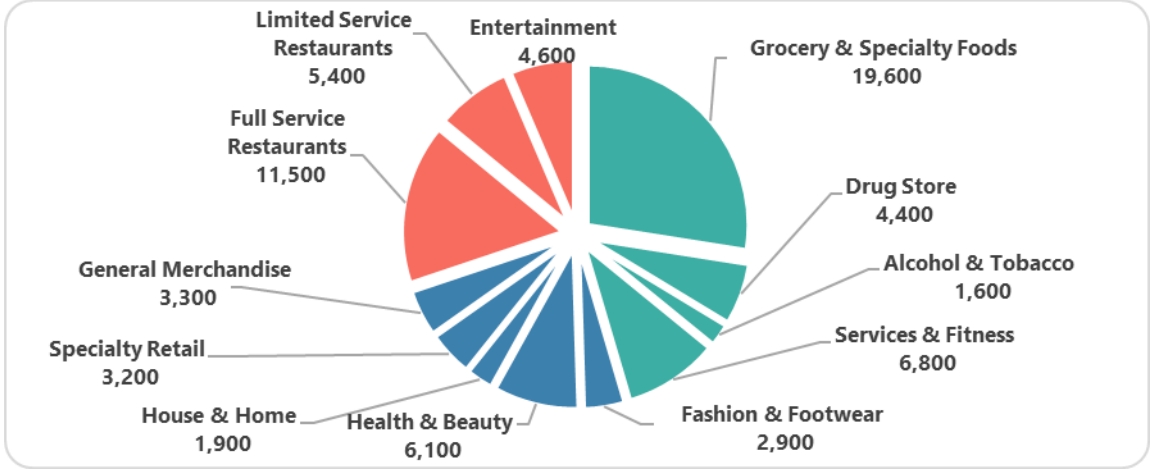
Table 3.5 Total Retail Expenditure Potential by Source of Business

Aggregate Retail Expenditure Potential	2030	2035
Primary Trade Area	\$141,415,844	\$174,515,082
Primary Trade Area	\$141,415,844	\$174,515,082
Secondary Trade Area	\$612,339,042	\$755,940,219
Secondary Trade Area	\$612,339,042	\$755,940,219
Local Workforce	\$2,981,342	\$3,723,529
Total	\$756,736,228	\$934,178,830

Market shares were estimated for 12 major retail categories for each of the identified potential sources of business for a retail development at WB-42. This resulted in a forecast sales at the project for each retail category. Dividing the projected sales volume of each retail category by its associated sales productivity (ie "sales per square foot") yields the warranted floorspace for that category at the subject development. Additionally, a comparison with MXD's North American mixed-use retail development database ensured that the tenant mix generally aligns with comparably located projects.

Figure 3.29 illustrates the warranted retail mix resulting from the analysis. For 2030, an estimated **63,400 square feet of net leasable retail space is forecast to be warranted at the subject site, generating \$34 million in annual sales. This figure grows to 71,300 square feet over the first five years of operations.** The mix is balanced between **Convenience** (grocery, drug store, services, etc.), **Leisure** (Full Service Restaurants, Limited Service Restaurants and Entertainment) and **Comparison** retail (ie mall-type merchandise) . This mix reflects WB-42's location as well as the identified trade area opportunity.

Figure 3.29 Warranted Floorspace SF by Category, 2035



The recommended **Convenience** mix includes a smaller 15,000 to 20,000 square foot grocery, 4,400 SF drug store, a specialty wine/liquor store and 6,800 SF of services including a smaller boutique fitness center. An additional 17,400 SF of **Comparison** retail and 21,500 SF of **Leisure** (Food & Beverage and Entertainment) would round out the WB-42 retail development's appeal to the local trade area. Recommended tenants include kids clothing store, maternity wear, specialty sporting goods store, a day spa, several smaller house & home tenants and specialty retailers, along with 2-3 full-service restaurants, 2-3 fast food outlets, and a smaller kids entertainment concept.

As Table 3.6 details, total land area required is estimated at 6.5 acres based on industry standard floor area ratios (FARs), growing to 7.3 acres if the development is expanded over its first five years to capture the growing trade area demand.

Retail Market Analysis

Table 3.6 Retail Trade Area Model Summary

Summary	2030				2035			
	Spending Potential	% Market Share	Estimated Sales	% of Business	Spending Potential	% Market Share	Estimated Sales	% of Business
Primary Trade Area	\$141,415,844	10.9%	\$15,448,323	45.3%	\$174,515,082	10.9%	\$19,038,757	45.3%
Secondary Trade Area	\$612,339,042	2.4%	\$14,882,629	43.6%	\$755,940,219	2.4%	\$18,315,125	43.6%
Local Workforce	\$2,981,342	18.5%	\$552,602	1.6%	\$3,723,529	18.7%	\$696,826	1.7%
Sub-total	\$756,736,228	4.1%	\$30,883,554	90.5%	\$934,178,830	4.1%	\$38,050,708	90.5%
Misc. Inflow		9.5%	\$3,226,987	9.5%		9.5%	\$3,994,792	9.5%
Total Sales			\$34,110,541	100.0%			\$42,045,499	100.0%
Target Sales PSF			\$538				\$590	
Warranted Net Leasable SF			63,400				71,300	
Convenience SF			29,800				32,400	
Grocery & Specialty Foods			18,100				19,600	
Drug Store			4,000				4,400	
Alcohol & Tobacco			1,600				1,600	
Services & Fitness			6,100				6,800	
Comparison SF			15,600				17,400	
Fashion & Footwear			2,700				2,900	
Health & Beauty			5,300				6,100	
House & Home			1,700				1,900	
Specialty Retail			3,000				3,200	
General Merchandise			2,900				3,300	
Leisure SF			18,000				21,500	
Full Service Restaurants			9,900				11,500	
Limited Service Restaurants			4,600				5,400	
Entertainment			3,500				4,600	
TOTAL NET LEASABLE SF			63,400				71,300	
Building Efficiency Ratio est.			0.90				0.90	
Gross Building Area SF			70,444				79,222	
Floor Area Ratio (FAR) est.			0.25				0.25	
Land Area Requirement SF			281,778				316,889	
Land Area Requirement (Acres)			6.5				7.3	

4

Retail Opportunity Summary

Retail Opportunity Summary

Key Takeaways



Market Overview

- Sacramento has an overall healthy retail market supported by an influx of new residents and a diversifying economy.
- New construction has been limited due to uncertainty in the overall retail sector and increased construction costs. Most development is under 10,000 square feet and is infill.
- Vacancy has declined to historic lows in recent years.
- Roseville/Rocklin is the region's largest retail submarket and one of its best performing. However, it has an excess of Neighborhood Center and Strip Center space due to over-development of this format in prior decades.



Competitive Environment

- Competition for Neighborhood Centers is strong in the local market, and a number of additional retail nodes are planned.
- The submarket is expected to see continued population growth and rising incomes. However, growth in expenditure on "Convenience" retail (the daily staple goods and services typically sold at Neighborhood Centers) will be challenged to overcome the relatively high vacancy rates in the local area for this retail format, given the number of planned competing developments.



Location Evaluation

- While a retail development at WB-42 would benefit from its location in a leading submarket, the site faces several challenges, most notably being a "180-degree" site on the edge of the current built-up area.
- Traffic counts are marginal for Neighborhood Center scale retail, and Santucci Blvd may not be completed for at least 15 years.



Trade Area Analysis

- A trade area analysis identified support for 63,400 SF of shopping, dining and entertainment space at WB-42 over the next five years. Such a development would require approximately 6-7 acres of land based on industry standard floor-area ratios (FARs).
- Over five years, warranted floorspace increases to 71,300 SF requiring an estimated 7.3 acres of land were the development to be expanded.



Retail Opportunity Summary

- WB-42 could support a smaller retail development serving local residents living within a 10-minute drive of the site.
- However, such a development is likely to be considerably smaller than the original plan for the site and would require approximately seven acres of land.



www.MXDDevelopment.com

Mary Jo Flynn-Nevins
7056 Greenford Way
Roseville, CA 95747

Sean Morales
Associate Planner
Development Services Department - Planning Division
311 Vernon Street
Roseville, CA 95678

RE: WB-42 REZONE PROJECT SUPPORT WITH AMENDMENTS

Dear Mr. Morales,

I would like to offer my support with amendments for the proposal to change the size of two parcels for lot WB-42. I would like to request that in the community commercial designated lot, drive-through businesses be prohibited. Further, the property owner indicated that the split lot was 1 acre too small to support a gas station (a requirement of Safeway grocery at 8.5 acres) and I would like to request a prohibition of gas stations as well. As a safety consideration for school-aged children traveling to Westbrook Elementary, I ask for assurance that a traffic signal at Solaire and Westbrook is installed before either lot breaks ground for development.

I oppose rezoning the remaining lot as medium density housing. Within the Sierra Vista Plan almost all of the designated community commercial along Pleasant Grove has been reduced or eliminated over the last several years. The original designation promised to be a solution to the walkability of the Sierra Vista Plan allowing residents to make car-free trips to shopping and dining. This will lead to higher costs for residents over time as the state continues to tighten restrictions around air quality, carbon footprint, carbon credits, etc.

I am very concerned that in the 20-30 year horizon we will see a vast need for the previously eliminated commercial zoning and I would hate to see the current planning commission and city council authorize the building of future food and retail deserts. I believe doing so will only see a decline in housing values if residents seek amenities and buy or rent housing in other more pedestrian friendly communities.

For the lot proposed to change zoning, I would much prefer to see this lot zoned as mixed-use with retail/professional office on the first floor, and residential on the second and third floors. I believe this honors the original intent of the master plan for community commercial for the entire 14.5 acres, but allows the immediate use of residential which will help the housing stock in Roseville. Aesthetically, a three-story structure is no different than the same height structure adjacent to St. John's Church.

I'm including links to single-family and townhouse style architectural plans that I believe would be suitable for development in this area. I know much interest around mixed-use is within downtown centers focused on revitalization. However, what if there was an opportunity to create a vibrant live-work and retail space from the ground up? I believe the walkability and environmental benefits along with having a live-work lifestyle in a suburban community brings a different vibe than an active all-hours downtown core. Having a known pool of workers, I believe, would also entice restaurants and other amenities to the commercial lot, something that housing alone may not accomplish.

Concept 1: Detached Home

[4 New Live/Work Housing Design Solutions | ProBuilder](#)

ARCHITECT: Kevin L. Crook Architect, Kevin Crook, kcrook@klcarch.com, 949.660.1587

DIMENSIONS: Width: 24 feet, Depth: 37 feet, Living area: 1,998 sf



A Work space on ground level

B Private powder room

C Work space private entry

D Shared entry to living area, work space, and garage

E First-floor living space features common areas

F Second-floor living space is dedicated to bedrooms/private areas

Concept 2: Townhouse “Main Street” Style

[4 New Live/Work Housing Design Solutions | ProBuilder](#)

ARCHITECT: Dahlin Group Architecture | Planning, emily.bonato@dahlingroup.com, 925.251.7203

DIMENSIONS: Width: 26 feet, Depth: 46 feet, Living area: 1,734 sf



- A Street-facing work space provides visibility to vehicle and pedestrian traffic
- B Separate entry to the living area is set back and has contrasting finishes
- C Work space with private bathroom
- D Dedicated storage for work space, with access to rear-loaded garage
- E Main living located on second floor in an open-concept layout
- F Third floor features the master suite, maximizing privacy from both the main living and work spaces

Article supporting live-work housing:

The Case for Live-Work Design Buildings (Zero Commute) [Living Above the Store: The Case for Live-Work Buildings - Moss Architecture \(moss-design.com\)](https://moss-design.com/living-above-the-store-the-case-for-live-work-buildings)

In summary, I believe the owner has been honest in the challenges of finding a developer for the entire 14.5 acre parcel. However, I believe converting the balance of the lot to mixed-use does more to allow independent operation of ground-floor business, is a solution for the ever-growing

work from home lifestyle, encourages local business development, and supports the government with a mix of sales, business license, and property taxes.

I appreciate the opportunity to provide comments on this proposal and appreciate your careful consideration of resident comments for this decision.

Respectfully,

A handwritten signature in blue ink, reading "Mary Jo Flynn-Nevins". The signature is fluid and cursive, with the first name "Mary" and last name "Nevins" being more prominent than the middle name "Jo".

Mary Jo Flynn-Nevins

cc: John Prior, Planning Commission Chair
Scott Alvord, District 5 Council Member

RECEIVED

SEP 17 2024

PERMIT CENTER

KATE D. ROSENLIB

**4041 Equator Lane
Roseville, CA 95747
Phone (916) 208-7632**

September 17, 2024

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA 95678

RE: My opposition to the WB-42 proposal

Dear Roseville Planning Commissioners:

I am Kate Rosenlieb and I moved to Roseville this Spring from Sacramento. I now live in Heritage Solaire, the development that immediately abuts two sides of the WB-42 site. This vacant 14.5 acre commercial parcel played a key role in my decision to buy my house. I have been counting on the future commercial retail services this site will offer my community, and I am counting on the Planning Commission and the City Council to support their existing Specific Plan for this site.

I spent my entire career working in land planning and development related issues. I worked for developers for 20 years. I worked for Economic and Planning Systems Inc. for 5 years, the same financial consultant who did the fiscal impact study on this WB-42 proposal. I worked for 10 years for cities in the public sector side of development, and I served for 6 years as a Planning Commissioner for the City of Bakersfield.

I am very much opposed to the developer's request to significantly downsize the commercial parcel from its current 14.5 acres to a strip mall size of 7 acres. As many of you know, these small commercial sites lack synergy and tend to have higher turnover than larger commercial sites, while offering fewer services.

During my research on this proposal, I talked to some retailers myself. They indicated a minimum site of 7.5 to 8 acres would be a minimum target size for them. And several potential future users will not consider a site as small as 7 acres. Is 14.5 acres too big? I think not based on my research. And it's important to note, the developer agrees this site is marketable at 14.5 acres but it will take some time for that to occur. That's what long term planning is all about. Is 7.0 acres too small? You bet it is!

I've spent considerable time talking to other well established commercial brokers who know this market and know this developer. They indicate Mr. Tallman, the developer behind this proposal, is primarily a residential developer. But, while this proposal fits the developer's comfort zone and timeline and cash flow desires, it does nothing to meet the needs of our West Roseville community.

The only justification the developer has offered in his quest to significantly change the Specific Plan land use designation to downsize this commercial parcel from 14.5 acres to 7 acres is it's too large to market. The developer then notes as his only supporting evidence he's owned it since 2010 and he's been marketing it the entire time and has been using a top-notch real estate broker since 2018 who has been unable to date, to market it to one buyer (as is required by the developer).

There are many already developed commercial parcels of this size including the recently developed Raley's One Center (13.21 acres) and the Nugget Center (15.5 acres). The 15.5 acre Nugget Center on Blue Oaks and Woodcreek Oaks, combined with the other two commercial centers at this same intersection (Safeway center at the Southwest intersection at 9 acres and the Walgreens/Dutch Brothers center at the Northeast intersection at 10 acres) total to 34.5 acres of commercial uses at this one intersection.

As you are aware, commercial retail doesn't come into an area until the housing is there to support it, so this site hasn't truly been ready for development for the many years this developer has owned this parcel. Most retailers count the rooftops that have been developed around a one-mile radius to a site before they agree to invest in a new site. We are still adding new rooftops in that one-mile radius around this site and we are still building critical road systems to serve this site. Given patience, there is no doubt this site will develop into a wonderful neighborhood commercial center with many vital services we need and deserve in West Roseville neighborhoods. That's what long term planning is all about and that is what Roseville has had a reputation for being good at.

We know the carrying cost of this parcel has a "bite" to it, and Mr. Tallman expressed that in his first of two neighborhood meetings on this proposal, both of which I attended. But this is a business risk inherent in the development industry. While I want to acknowledge that Mr. Tallman has a proven track record of commitment to the community, there are many of us who remain very opposed to this proposal which would be another blow to the future neighborhood commercial services our West Roseville community needs.

I think looking at the history of the commercial land use changes that have already occurred in West Roseville along Pleasant Grove Boulevard are worth mentioning. The already built commercial parcel where the MoJoe's café is located was originally planned to be 13.8 acres in size, but was allowed by the city (and with this same developer) to be downsized to 3.1 acres in 2017. So, we lost forever those planned 10 acres of vital commercial retail that could have served our neighborhood.

Then, in 2022, again this same developer, Mr. Tallman, received permission from the city to change the 10 acre planned commercial center (WB-41) at Santucci and Pleasant Grove to 100% single family homes. So there went another 10 acres of vital commercial retail that could have served our neighborhood.

When the WB-41 site at Santucci and Pleasant Grove was changed from community commercial to 100% residential just a little over two years ago, the developer's

consulting firm, Intalytics, noted this WB-42 site would be a superior supermarket site to support our neighborhood commercial needs. And, the developer's other consultant on the WB-41 parcel, MXD, rated this current WB-42 parcel 7th out of 26 future planned community commercial sites located in the Sierra Vista, West Roseville, and Creekside Specific Plan areas with respect to ability to attract and implement a successful retail development.

Specifically, the MXD study rated this WB-42 parcel in the top third of future planned community commercial sites based on access, visibility, future population growth, proximity to civic and employment uses, vehicle counts, and by the shape and the size of the parcel. The developer's own consultants for the WB-41 project 2.5 years ago didn't indicate any marketability issues with this WB-42 site. I note the absence of any real supporting data or consulting studies now to this developer's claim the WB-42 site is "too big" to market successfully.

The developer has called this history of reducing and eliminating planned commercial sites along the western end of Pleasant Grove Boulevard "right" sizing. "Right" for who? Right for an impatient and primarily residential developer? It's been a history of "down" sizing, eliminating the future potential of commercial services to our neighborhood. And this proposal...there's nothing "right" about it. It's not the right idea, it's not compatible with the Sierra Vista Specific Plan, and it's not what our larger neighborhood needs or deserves.

This is the last opportunity we have along this stretch of Pleasant Grove Boulevard to have a community commercial serving project. This 14.5 acre WB-42 site in time, will indeed develop to provide vitally needed, deserved, and expected future commercial retail to serve our West Roseville neighborhoods. When asked what type of retail services do we want at this location, different neighbors will offer their own wish list, but we primarily focus on the fact 14.5 acres produces more service opportunities than 7 acres does.

I recognize this is not an easy decision, but once this vibrant and feasible retail opportunity is lost through this proposal, you can't go back. If you choose to support this proposal, please take great effort to help the many of us who purchased our homes relying on this long-term land use plan understand why you would be willing to take such as radical step at this time. What is the "compelling reason" to significantly downsize this parcel now, rather than wait for the parcel to be more marketable in time?

As a new resident of Roseville, I have to tell you how truly amazed I have been at the outpouring of pride the residents of this community have for this city. It's inspiring. I listened to the Mayor's State of the City address recently, and the swell of pride in that room was wonderful. I have listened with envy for years how my friends tout the benefits of living in Roseville. And, I'm finally here. I'm finally part of this swell of community pride and I'm excited to be here. My home has been the greatest single investment for me that I've ever made. It's taken me a lifetime of work to get to where I am. And I hardly got my boxes unpacked before this objectionable proposal came up.

Mr. Tallman, who has a great reputation as a residential developer, was asked at the second of the two neighborhood meetings what would he do if this proposal was rejected by the city? Mr. Tallman said he's not a quitter and that he would keep working on marketing this site. We're hoping you send him back to the drawing board and that he keeps working on this. Maybe he'll even consider phasing the project, which he has called "piecemealing", but that other commercial brokers have stated is a viable option.

Thank you for your consideration of my objection to this proposal, and thank you for volunteering to serve your community as Planning Commissioners.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kate Rosenlieb", with a stylized, flowing script.

Kate Rosenlieb

From: [JLP Faulk](#)
To: [Morales, Sean](#)
Subject: Comment re: Westbrook Commercial Property
Date: Tuesday, September 17, 2024 4:40:32 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.

Project Title: SVSP PCL WB-42-Rezone and Land Use Amendment
File #: [PL24-0397](#)
Address: 2931 Pleasant Grove Blvd/ Westbrook Commercial Property

To: S. Morales, Roseville City Planning Commission

From: Jennifer Faulk, Resident, 4025 Sungate Lane, 95747

I am a resident of Heritage Solaire in Westpark and am writing to submit my comments regarding the above proposal:

After attending two neighborhood forums where Mr. Tallman has explained his plan to rezone this commercial property for housing instead of commercial use, I am opposed to the rezoning. As I expressed at the first forum, the Westpark area is in danger of becoming an "anyplace USA" jungle of stucco houses with a few routine chain stores and restaurants here-and-there. The only place that brings any character to our community is the tiny 747/MoJo's commercial development. The 14 ½ acre commercial site being discussed is the perfect place to break the mold and plan an attractive shopping/service/entertainment center that has a mix of locally owned and "chain" type shops, eateries, services and things to do. It can be a beautiful place for Westpark neighbors to walk to, for people from the nearby soccer complex to stop by between games, and a destination for people from other areas of Roseville. Goggle "The Marketplace", Bakersfield CA, for an example of this. Initially, that developer wanted to break up that large commercial parcel into a mix of apartments, business offices and the usual grocery store/gas station. The neighbors wanted a walkable-village concept of mixed shopping/dining/entertainment. The developer said it couldn't be done but the neighbors pushed back and the result was a beautiful and unique venue that attracted people from all over the city.

Mr. Tallman pointed out that he's been trying to market the development to commercial buyers for many years, but I would point out that it is still too early to give up on commercial use. Westbrook Blvd has yet to be expanded to six lanes, the soccer/sports complex has yet to be opened, and nearby housing has not yet been built out. It seems reasonable to assume that certain types of commercial developers may be more interested in the property once these things come to pass. I believe that it's too soon to "give up" on this commercial parcel and turn it into housing. Once half of the commercial property is gone, it's gone forever. There will

always be an opportunity to revisit the rezoning issue again in the future, but for now I believe that the whole 14 ½ acres should remain commercial.

When I bought my property here in the Heritage Solaire 55+ community, I bought with the understanding that there would be shopping and services within walking distance on both ends of our neighborhood and that there would be a large multi-use park behind the community on Solaire Drive. It was a perfect scenario for this soon-to-be Grandma to relocate for the rest of my retirement. I envisioned being able to access shopping and services long after I am too old to drive, and to walk my toddler/preschool-aged grandchildren to the park to play. So far I have been disappointed: The commercial lot on the corner of Pleasant Grove and Daylight was turned into housing, and the original plans for the park were scaled back severely.

I am still pleased to be living in such a beautiful part of northern California where the City Planners have had the foresight to build around swaths of green spaces with lovely multi-use trails and to have ample water and electricity to support Westpark. I still have faith that the City of Roseville will continue to support the promise of ample shopping, dining and services for the people in this area, and that you will strive to attract the mix of independently owned and "chain" style retail/services that will give this area character and an outstanding lifestyle.

Thank you for considering my comments.

From: [Claudia McEnerney](#)
To: [Morales, Sean](#)
Subject: SVSP PCL WB-42 – Rezone and Land use Amendments
Date: Monday, September 23, 2024 11:58:38 AM

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.

Hello Mr. Morales, my name is Claudia McEnerney and I live directly behind this lot in question. 9080 Starry Night Lane. When I bought my home in Heritage Solaire in 2019, I bought it with the understanding that the lot behind me was to be for commercial use. I was fine with that because I was hoping the commercial business(es) would be things I could use and be able to walk to.

Now I understand that the developer has come to the city requesting a change from commercial to building 52 two story homes on half of the lot. WOW, these 2 story homes will have to be close to my home and they will have a direct effect on the quality of living in my home. A two story home behind me would block my early morning sun and wind breezes, which is why I bought this house for how the sun affects it. And those two story houses would allow people who live in them, look directly into my living room and master bedroom, not to mention my backyard. That makes me very uncomfortable.

We need more services here as opposed to more housing on that lot. There are plenty of other places around here to add more two story houses, how about next to an already existing two story development. Please reconsider bringing us more needed services than more two story housing. Maintain this lot status as commercial. Don't do a bait and status switch, we all bought with the understanding it was going to bring us commercial services.

I'm a 72 year old woman in an over 55 community who loves her home and community. Please don't take away my privacy and let me stay in my home. If these houses go in, I shall have to move.

Thank you for your reconsideration of keeping that lot commercial.

Claudia

Claudia McEnerney
cmcenerney2@gmail.com
916-295-4030

From: [Chris Preston](#)
To: [Morales, Sean](#)
Subject: Westbrook Proposal
Date: Friday, September 20, 2024 3:06:58 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.

To Whom It May Concern:

I have attended the meetings concerning the acreage along Pleasant Grove and Westbrook.

My husband and I live in the Heritage 55+ community and our home backs up to the brick wall. We are in full support of the plan of dividing the property between houses and commercial. The current housing plan is very thoughtful giving those whose backyards are along the brick wall.

Thank you for the opportunity to voice our opinion.

Sincerely,

Kenneth and Christine Preston

2033 Gemini Lane.

Sent from my iPhone

KATE D. ROSENLIB

**4041 Equator Lane
Roseville, CA 95747
Phone (916) 208-7632**

September 24, 2024

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA 95678

RE: My opposition to the WB-42 proposal

Dear Roseville Planning Commissioners:

I submitted a detailed letter dated September 17, 2024 objecting to this WB-42 proposal which has made it into your planning packets already. Since submitting my initial correspondence, the staff report supporting this proposal has been made public, and Mr. Tallman, the developer, submitted what looks like a last minute 41 page retail study completed by MXD to support his desire to downsize the commercial to what I call a strip mall size.

On the staff report, I am deeply disturbed by the fact the Fiscal Impact Study, on page 6 clearly indicates, and I mean clearly, this proposal will cause the city's General Fund to lose and estimated \$301,000 annually. Yet page 4 of the staff report says the fiscal impact study "...demonstrated the land use change would not result in a negative fiscal impact to the City's General Fund".

I believe staff has just got this wrong. When I inquired about this discrepancy between the Fiscal Impact Study and staff's interpretation of it, planning staff indicated both the existing land use (community commercial at 14.5 acres) and this proposal (7 acres of community commercial and 7.5 acres of residential) would generate more General Fund revenue than if the land sat empty. But I don't believe that's the intent of the city's Guideline #3 (the staff report mistakenly indicates it is Guideline #2). Using that methodology, any land use change of vacant property would not ever impact the city's General Fund so why even do the Fiscal Impact Study?

Having spent many years myself doing Fiscal Impact Studies (while working for EPS, the consultant who did this particular study), and having read the intent of the Guidelines for Conversion of Non-Residential Land Uses, it seems apparent the intent is to measure the difference between the current land use plan and the proposed land use, which page 6 of the Fiscal Impact Study does indicating this proposal will indeed negatively impact the City's General Fund.

As for the last minute submittal of the latest MXD study, I have this to offer. The 60 page MXD retail and feasibility study from mid 2021 on the WB-41 project that I referenced in my initial letter to you rated this current 14.5 acre WB-42 parcel at seventh out of 26 future planned community commercial sites located in the Sierra Vista, West Roseville, and Creekside Specific Plan areas with respect to ability to attract and implement a successful retail development. That 2021 MXD study rated this WB-42 parcel in the top third of future planned community commercial sites based on access, visibility, future population growth, proximity to civic and employment uses, vehicle counts, and by the shape and the size of the parcel.

The 2021 MXD study also states on page 33 "There has been limited new retail construction on the west side of the city to match the anticipated demand of new residents, especially in the West Roseville and Sierra Vista Specific Plan areas". That hasn't changed. And in talking to other retail brokers, they agree we should be fighting to keep this planned future commercial at 14.5 acres.

The latest MXD study is full of generalizations, subjective opinion, and some conflicting information. It says on page 4 in the Executive Summary for example the WB-42 site "suffers from limited traffic counts", yet on page 14 identifies as an opportunity for WB-42 "higher traffic counts" and the staff report on page 5 also notes the strength of the traffic counts for the WB-42 site.

The latest MXD study also incorrectly states on page 30 the WB-42 site is "somewhat of a 180 degree retail site". That was true of the WB-41 site and was stated so in the 2021 MXD study, but that is not the case for the WB-42 site, and just looking at the attached land use map shows that. I marked up the attached land use map for your perusal and I ask that you spend a little time reviewing it. I think it says ever so much more than the latest MXD study does.

And in reviewing the latest MXD study, I do hope you compare it to the previous study done in 2021. The 2021 MXD study pointed to the WB-42 site as a reason to downzone the WB-41 site, and now this latest MXD study expands into the Placer County planned commercial areas using them as reasons to have to now downsize the WB-42 site.

What's changed between the MXD study from 2021 and the new MXD study? Nothing really. We knew then what we know now about traffic counts, future and current development, the big box stores planned along Baseline, the trends in retail development, and so forth.

This current MXD study that the developer ordered, funded, and scoped, doesn't say the 14.5 acre parcel can't be developed into community commercial and there is no feasibility study done on the larger site size. This new study just indicates the larger site likely wouldn't develop within the study's forecast horizon of 5 years. We don't need less services sooner in West Roseville. We need a site to support the services we were expecting and services we deserve and we understand that will take some time to develop. One look at the attached land use map will let you know why so many of us in

my neighborhood are fighting for the 14.5 acres of community commercial we need to serve us.

And it's important to understand who the "winners" are if this proposal goes forward. So, I started researching other nearby community commercial sites. There is one off Santucci, FD40 (again refer to attached land use map) that is 7.55 acres that was rated dead last of the 26 vacant community commercial parcels by MXD in 2021 with respect to ability to attract and implement a successful retail development. That likely won't offer my community much by the way of retail services and none of us would be surprised to see it downzoned into residential in the future.

Then, I researched the 13+ acre site located in the SE corner of Blue Oaks and Westbrook Boulevards. That too is shown on the attached land use map. This is the most similar/closest vacant land competitor to WB-42. And it turns out it's owned by the City of Roseville. I know having the City Planning Staff Report recommend our WB-42 community commercial site be downsized while leaving the city owned community commercial site at a larger 13+ acres is legal, but I think everyone can admit it's not a good look in this process.

The current MXD study also says: "WB-42 would be the current westernmost location for retailing in the area. Competition in the immediate area is minimal, creating a captive market in the site's vicinity." It's not really any further west than the city owned parcel located just north of WB-42 and I don't hear anyone from the city talking about downsizing that parcel. And of course, the WB-42 site would have minimal competition, because this same developer has already downzoned two other sites totaling 20 other acres of planned community commercial along the western stretch of Pleasant Grove Boulevard.

The 2021 MXD study noted: "Recent retail studies show that many people still prefer to shop in-person for a hands-on, social experience. For today's retailers to be successful, they must adopt new methods that adapt to the growing e-commerce sector while also creating a unique and attractive in-person shopping experience." This WB-42 site can be that successful retail experience to my neighborhood, but not if this proposal is allowed to go forward.

Don't be fooled by the smoke and mirrors of this proposal. Is this site the #1 future retail commercial site in the City of Roseville? No. But it's the only site we have left for us in our stretch of Pleasant Grove Boulevard, and it means a great deal to us who live here to have the opportunity for 14.5 acres of future supporting commercial services instead of 7 acres. Members of the Planning Commission, we need your support.

Sincerely,



Kate Rosenlieb

Attachment: Marked up land use map

INFILL
(Reason Farms)
See Below

Where Center of black ring = WB-42

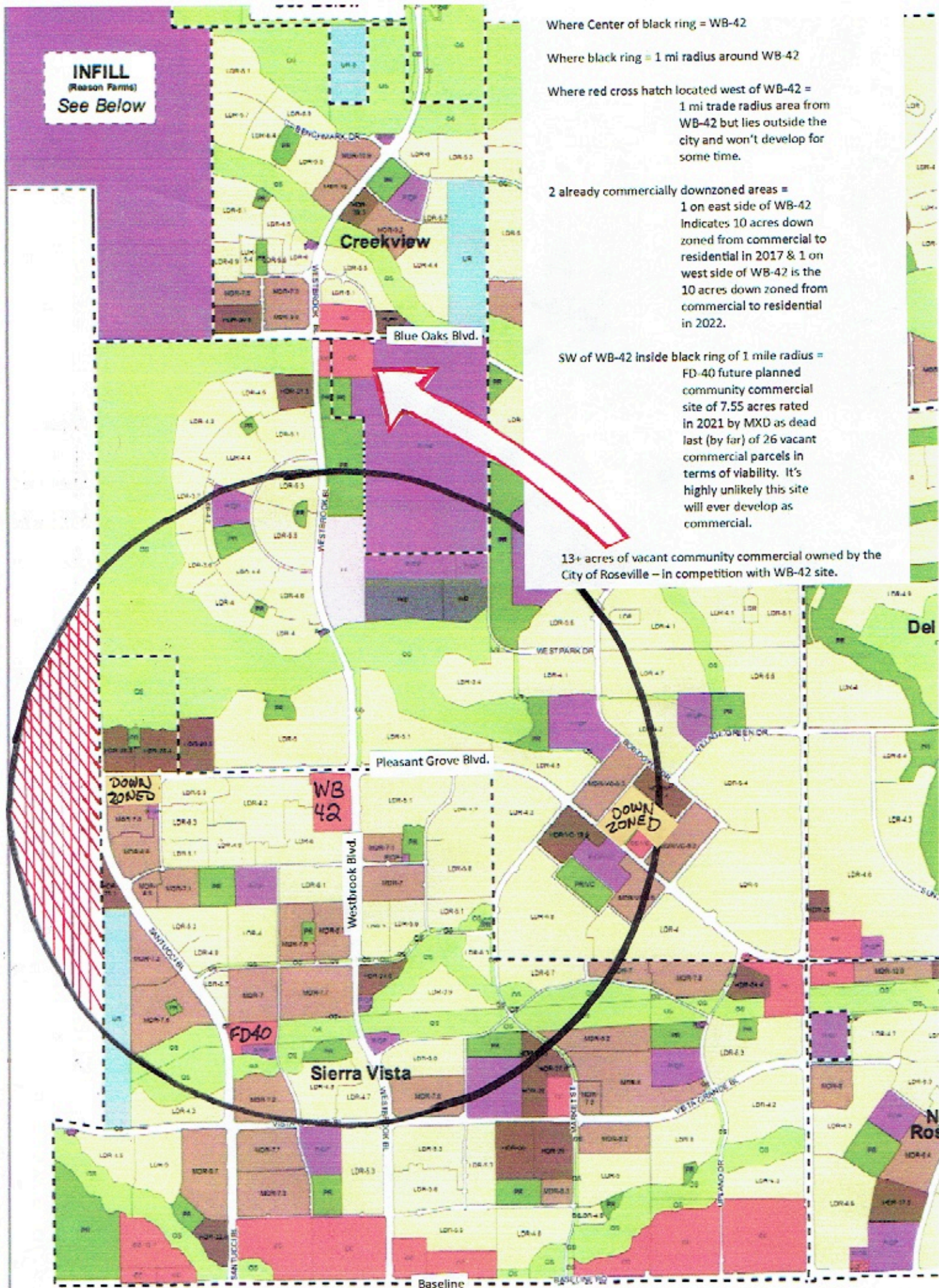
Where black ring = 1 mi radius around WB-42

Where red cross hatch located west of WB-42 =
1 mi trade radius area from
WB-42 but lies outside the
city and won't develop for
some time.

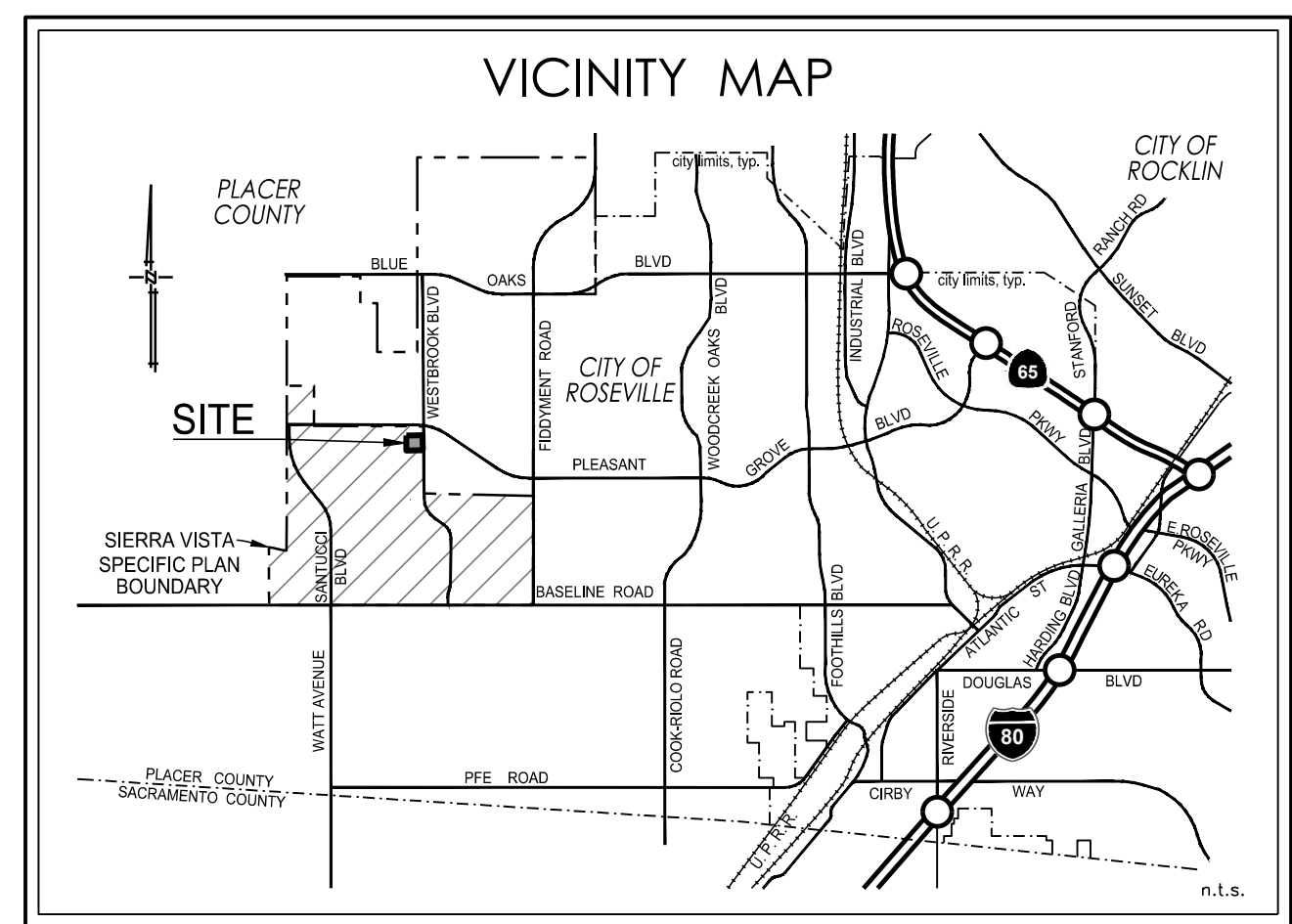
2 already commercially downzoned areas =
1 on east side of WB-42
Indicates 10 acres down
zoned from commercial to
residential in 2017 & 1 on
west side of WB-42 is the
10 acres down zoned from
commercial to residential
in 2022.

SW of WB-42 inside black ring of 1 mile radius =
FD-40 future planned
community commercial
site of 7.55 acres rated
in 2021 by MXD as dead
last (by far) of 26 vacant
commercial parcels in
terms of viability. It's
highly unlikely this site
will ever develop as
commercial.

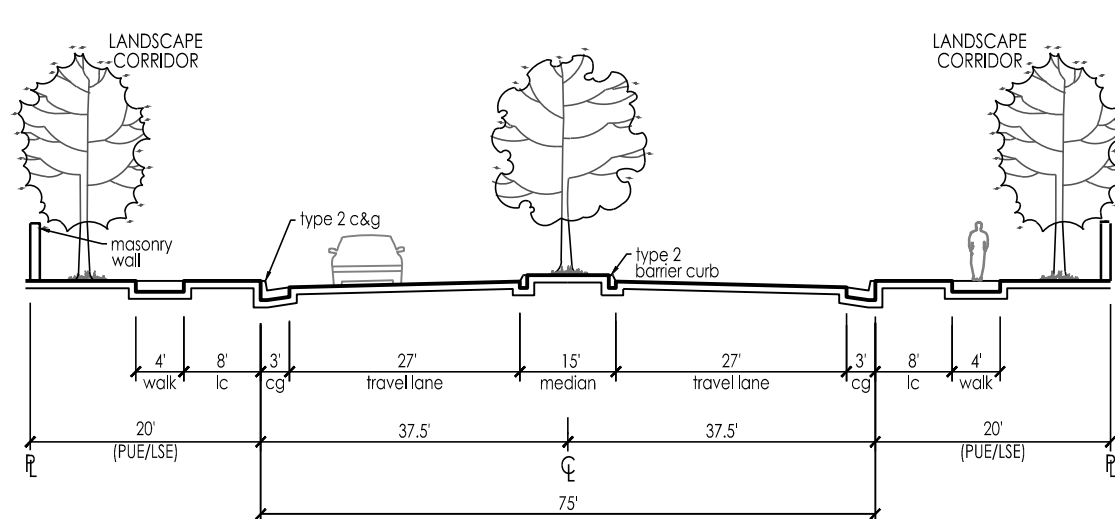
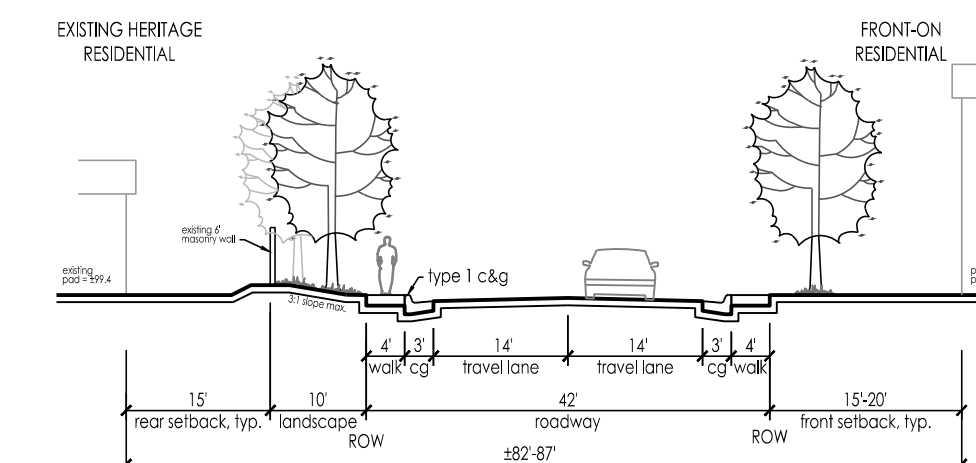
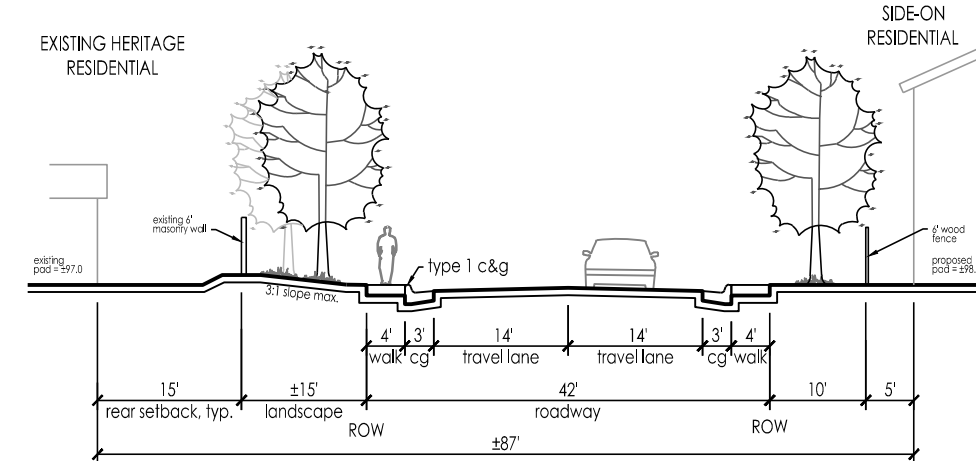
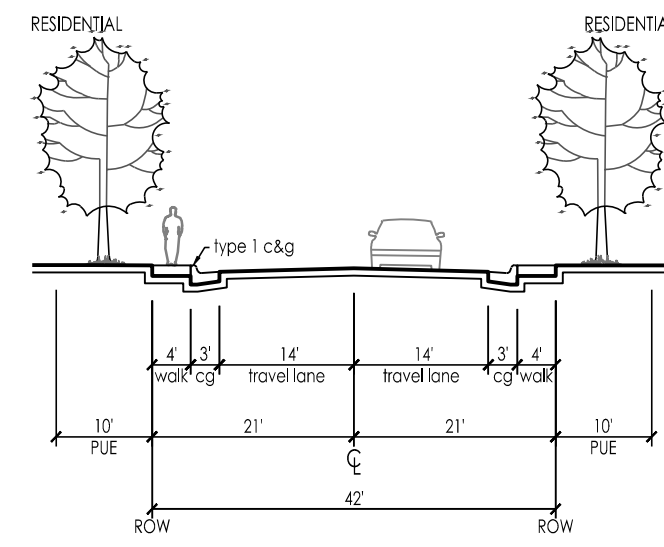
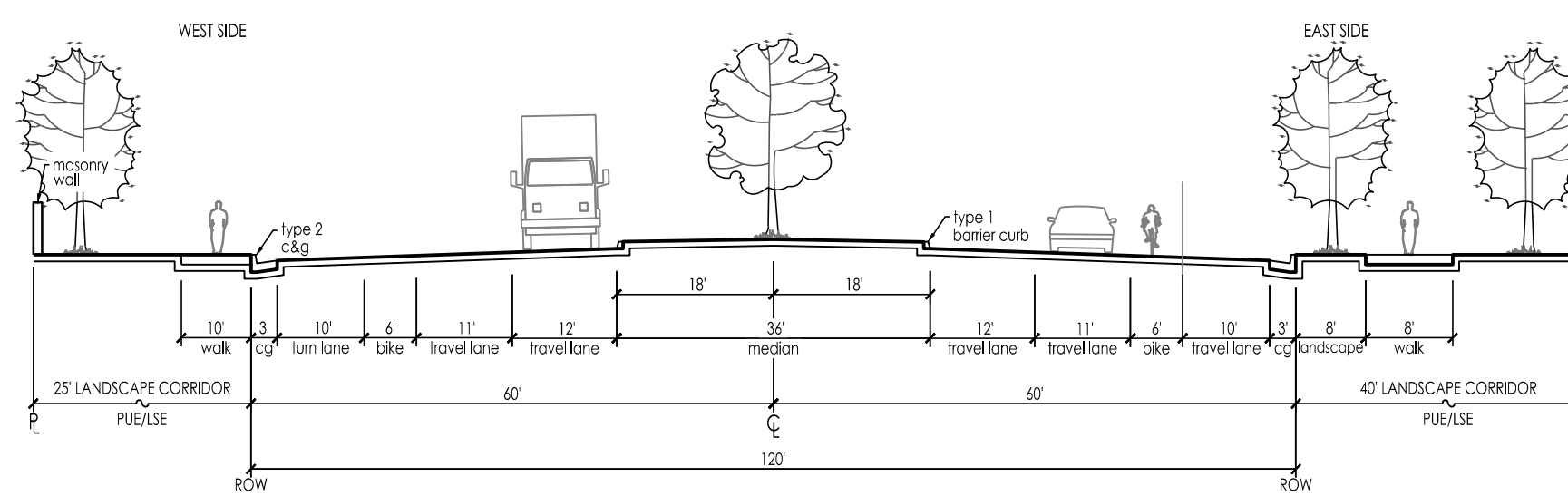
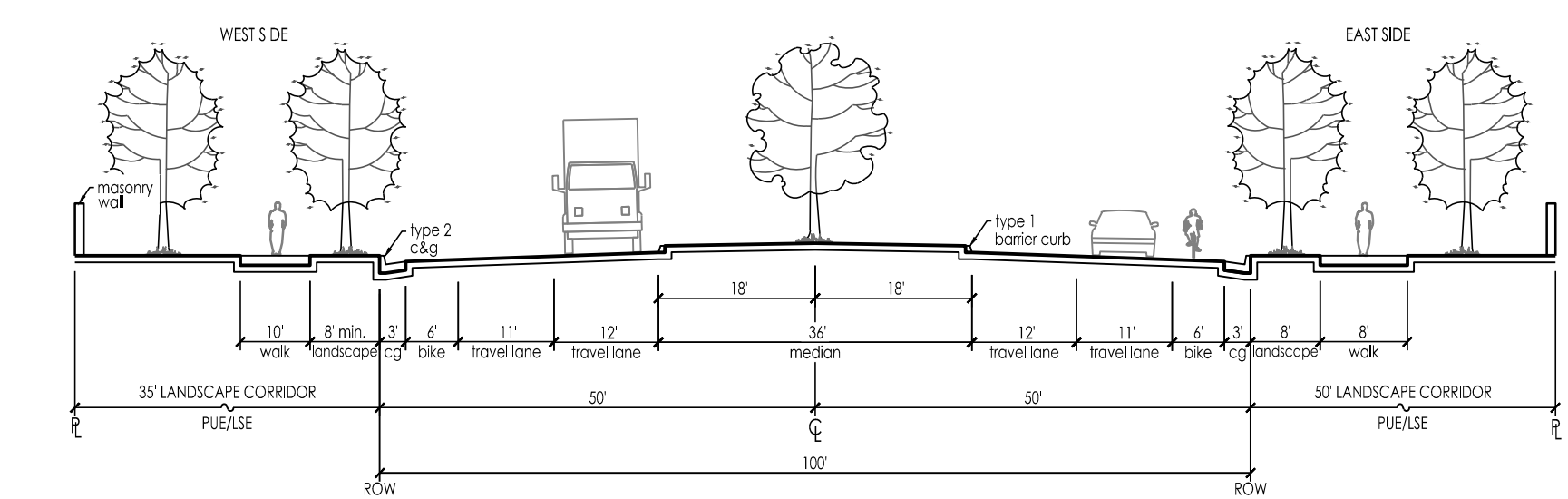
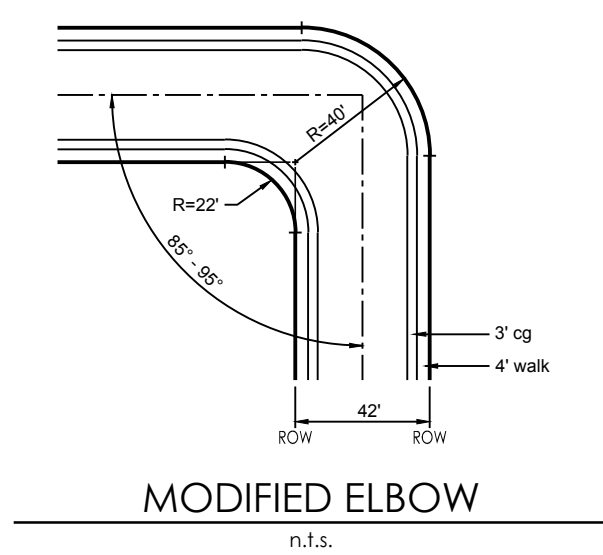
13+ acres of vacant community commercial owned by the
City of Roseville – in competition with WB-42 site.



Baseline



ABBREVIATION KEY	
CG	Curb & Gutter
DN	Document Number
EAE	Emergency Access Esmt
EVA	Emergency Vehicle Access
ESMT	Easement
EX	Existing
LC	Landscape Corridor
PROP.	Proposed
PUE	Public Utility Easement
ROW	Right-of-Way
STD	Standard
TB	Top of Berm



APPLICANT:	Westpark SV 400, LLC 1420 Rocky Ridge Drive, Suite 265 Roseville, CA 95661
ENGINEER:	MACKAY & SOMPS CIVIL ENGINEERS, INC. 1025 Creekside Ridge Drive, Suite 150 Roseville, CA 95678-3375 (916) 773-1189
ASSESSORS PARCEL NO:	496-100-099
SITE ACREAGE:	7.54 ± AC.
EXISTING LAND USE:	Community Commercial (CC)
PROPOSED LAND USE:	MDR
EXISTING ZONE:	CC
PROPOSED ZONE:	RS/DS
NUMBER OF MAPPED LOTS:	58 TOTAL MAPPED LOTS 53: MDR Small Lot Residential lots 2: Landscape Corridor lots (Major Roads) 3: Landscape Corridor lots (LC) (Residential)

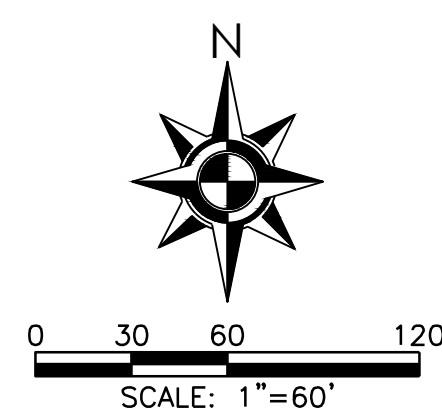
SERVICE PROVIDERS:	Roseville Joint Union High School District / Roseville City School District
SCHOOL DISTRICTS:	City of Roseville
PARKS & RECREATION:	City of Roseville
POLICE & FIRE PROTECTION:	City of Roseville
SANITARY SEWER:	City of Roseville
DOMESTIC & RECYCLED WATER:	City of Roseville
ELECTRIC SERVICES:	City of Roseville
NATURAL GAS:	Pacific Gas & Electric Co. (PG&E)
TELEPHONE:	AT&T and Consolidated Communications
CABLE:	Comcast/Consolidated Communications

1. **PROPERTY DESCRIPTION:** Parcel 2 in Book 36 of Parcel Maps, Page 77, Placer County Records.
2. Lot dimensions and acreages are approximate and are subject to change.
3. Lot lines and lot areas may be adjusted at the time of Final Map(s) preparation provided no additional lots are created, subject to approval by the City of Roseville.
4. The Final Mapping and subsequent development of parcels and streets may be phased. Project improvements are deferred to individual Small Lot Final Maps or project development plans.
5. Pursuant to Government Code Section 66463.1, the subdivider may file multiple Final Maps based upon this Tentative Subdivision Map. The filing of a Final Map on a portion of this Tentative Subdivision Map shall not invalidate any part of this Tentative Subdivision Map.
6. Pursuant to California Government Code Section 66499.20.2, the land shown herein may be merged and resubdivided without reversion to acreage and may constitute abandonment of portions of the existing right of way, subject to the approval of the City of Roseville, including the following:
 - a. A portion of the PUE to the City of Roseville per DN 2018.0076838 (to be abandoned).
7. The Final Mapping and subsequent development of parcels and streets may be phased. Phasing is to be consistent with the performance criteria in the Development Agreement and applicable infrastructure phasing matrix.

Additional easements to accommodate new public utility improvements, access required for parcel development, rights to construct, or other similar mapping requirements needed to accomplish the final design may be added prior to each Small Lot Final Map based on this Tentative Subdivision Map.

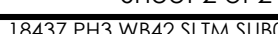
9. Street sections are per the Sierra Vista Specific Plan (Chapter 6) and the Sierra Vista Design Guidelines (Appendix B), except as modified herein.
10. A minimum 10 foot Public Utility Easement (PUE) will be located adjacent to all rights-of-way unless otherwise noted.
11. Landscape corridor widths may be reduced for ancillary right-turn lanes, auxiliary lanes, bus turn-outs, standard turns, and the like per the provisions in the Sierra Vista Specific Plan.
12. The following lots are to be offered to the City of Roseville with the corresponding phase of the time of each Final Map: Lots LC-1 and LC-2.
13. Landscape corridor lots are not to be counted as "lots" towards any future boundary line adjustment.
14. Design and placement of entry signage and masonry walls to be consistent with previous phases of the Solarte project.
15. Parcel WB-42 may be a gated community, to be determined at the time of Improvement Plan.
16. If Parcel WB-42 is determined to be a gated community, the builder will be required to provide additional entry, gate, and fencing exhibits subject to the approval of the City of Roseville.

Lot No.	PVSP Designation	Land Use / Lot Size	Acres Gross	Acres Net	Dwelling Units	Density
VILLAGE	MDR	Single-Family Residential / 45' x 75'	7.54	6.80	53	7.0
LC-1	MDR	Landscape (Major Roads)		0.14		
LC-2	MDR	Landscape (Major Roads)		0.15		
LC-3	MDR	Landscape (Residential)		0.04		
LC-4	MDR	Landscape (Residential)		0.04		
LC-5	MDR	Landscape (Residential)		0.37		
Total			7.54	7.54	53	



PARCEL WB-42

Roseville, CA  **MACKAY & SOMPS** August 02, 2024
ENGINEERS PLANNERS SURVEYORS



From: GIOVANNI MIANO
To: Bitter, Greg
Subject: Re: WB-42 possible appeal
Date: Monday, September 30, 2024 11:57:00 AM

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.

Good morning Greg,

Thanks for reading my email.

I worked for a very large bureaucratic organization, I was a senior manager in one of the largest departments in that organization for 39 years. I was involved in many construction projects as just a small part of my responsibilities. I was in a highly regulated industry, Federal, State, County, City, Union and know how negotiations go on behind the scenes (high level), as well as the relationships that are formed between government and industry representatives. I'm not saying this is a bad thing, but these relationships develop based on a trust that forms after working on many big projects over the years. I know there are conversations between these entities, that are not discussed in public, and are not communicated to the public at large, off the record discussions, some times off the record agreements. I have been a part of those discussions and agreements, "ok, these are the issues and the facts, here is what we have agreed to, and this is what we are going to present and say when we get into the room, remember we are NOT going to say..., if it comes up, here is a vague response, everybody on board?"

That being said, the City and the Westpark Developers have that relationship after years of working together and realizing success. Both entities have respectful influencing on the other.

I also know construction entails more than hey, let's put a ACE Hardware on that spot and next year construction starts. We used to say there are years then there are the organization years. We used to buy acreage 10 years before planning the build, then it took another 10 years for planning, plans, drafts, permitting, environmental studies, regulatory requirements, approvals, then another 5 years for start of construction, then another 5 years for construction, 30 years before the doors were ever opened. Now we are talking major construction of a complicated building site, probably 10 times the project scope of a shopping center.

All I'm saying is, the City can say to Westpark Developers, let's think about "right sized" small neighborhood ACE Hardware Store as an anchor. All the housing, people need to put in yards, paint kids bedrooms, regular maintenance, they have to drive 8 miles to the nearest hardware store, down congested Pleasant Grove (ALWAYS PLEASANT GROVE TO GET TO ANYWHERE FROM WEST ROSEVILLE FOR ANYTHING!), wouldn't it be nice to decrease the congestion of Pleasant Grove? Even the current widening is not going to relieve the congestion. This adds 30 minutes, one way, to an 8 mile drive, depending on the time of day! Have you reached out to ACE Hardware? Could you reach out to ACE hardware? Anyone else in mind? Could you reach out to them? Do you think Chevron would be interested, could you reach out to them? Then once they are on board, reach out to a sports bar, Casa Ramos (Casa Ramos west)? In Bakersfield we had Mexicali down town, popular, was there since the 40's, as Bakersfield grew west they established a Mexicali West, just as popular, and didn't decrease the foot traffic of the original restaurant, the new restaurant just got as busy due to the reputation and the city growth. Get tentative agreement and communicate we have tentative agreement with ACE, Chevron, if, would you be interested? THE SPORTS COMPLEX IS EXPECTED TO BRING IN "X" foot traffic (and I know you know what that would be). Then this will bring in other small business like a small cakes, maybe another unique restaurant. I'm saying be proactive!

Yes, it will be 5 years, but 5 years is coming no matter what, we could start now, or wait 5 years, and then it will be another 5 years (hmm-by design?).

I told my kids when they were young, the decisions you make today don't affect you today, they affect you 5 years from now, are we purposely delaying to add another 5 years?

So, if dividing the lot to accommodate 58 housing units (which will add to the traffic on Pleasant Grove) and a 7.5 acre commercial lot speeds up the development of the commercial lot, then ok, but you'd better be right, Cause this decision is irreversible, as no one knows if the market will shift back to accommodate a 14.5 acre commercial site. Everyone is now going back to the office!

A wise man once told me, "you make your own luck", let's make our own luck and be PROACTIVE and secure the ANCHOR STORE NOW, use the Cities influence & relationship to scratch Westpark Developers back, respectfully ask them to get more serious about finding retail for developing that 7.5 commercial lot, make it a priority if you want 58 housing units (the neighborhood doesn't need) to scratch our surrounding neighborhoods backs. Not a quid pro quo, but a compromise. I think most of the area residence can get behind amendment (accept the compromise) if they know Westpark was really trying to develop that property and not just trying to appease one of their home builder influencers. I used to tell my employees, don't give me a 100 reasons why we can't do something, give me just reason or way that we can do something! Otherwise, as far as I'm concerned, what's the point? If it's going to take forever and a 1 day to develop 14.5 acres, and only forever to develop 7.5 acres, it's still forever. I'd say we don't need more housing to clog up Pleasant Grove our only way to get to anything we need. Just leave it undeveloped or, turn it into a park with bathrooms, and/or put bath rooms in the park on summer fare!

I am not convinced Westpark Developers are doing due diligence in actively securing commercial retail for either acreage scenario. It's just easier to find a home builder that could build 58 units quickly without much work (less than a year), and the city can start collecting \$67,000 a year in fees, next year, rather than waiting another 5 years to start build and another year to start collect \$301, 000 a year off the commercial site. Hmm, what is \$67,000 a year for 5 years, \$335,000, coincidence??

And you think I'm being cynical about how things work with the bureaucracy?

Please add this to the packet that will go to the City Counsel.

Sincerely Yours

Giovanni (John) S. Miano

Sent from my iPhone

RESOLUTION NO. 24-372

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 Sierra Vista Specific Plan (SVSP) Parcel WB-42B from Community Commercial (CC) to Medium Density Residential (MDR), as shown in Exhibit A, attached and incorporated herein by reference; and

WHEREAS, on September 26, 2024, the Planning Commission held a public hearing on the proposed amendments to the General Plan and unanimously recommended that the City Council approve the proposed General Plan Amendment; and

WHEREAS, on November 6, 2024, the City Council held a public hearing at which time the proposed amendments were considered; and

WHEREAS, on November 6, 2024, the City Council considered the 13th Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) (SCH #2008032115, certified May 5, 2010); and

WHEREAS, the Council of the City of Roseville desires to approve said amendments to the Roseville General Plan as conducive to public interest, health, safety and welfare, and consistent with the land use practices of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the amendment changing the Land Use Map (attached as Exhibit B) 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

RESOLUTION NO. 24-373

AMENDING THE SIERRA VISTA SPECIFIC PLAN

WHEREAS, a proposal has been submitted to amend the land use designation of Parcel WB-42B of the Sierra Vista Specific Plan from Community Commercial (CC) to Medium Density Residential (MDR), as shown in Exhibit A, attached and incorporated herein by reference; and

WHEREAS, the proposed land use amendment requires a Specific Plan Amendment to change the text and land use map within the Sierra Vista Specific Plan, as shown in Exhibit A and Exhibit B, attached and incorporated herein by reference; and

WHEREAS, on September 26, 2024, the Planning Commission held a public hearing on the proposed amendments to the Sierra Vista Specific Plan and unanimously recommended that the City Council approve the proposed Specific Plan Amendment; and

WHEREAS, the Specific Plan Amendment as proposed and revised is consistent with the adopted City of Roseville General Plan; and

WHEREAS, on November 6, 2024, the City Council held a public hearing at which time the proposed amendments were considered; and

WHEREAS, on November 6, 2024, the City Council considered the 13th Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) (SCH #2008032115, certified May 5, 2010); and

WHEREAS, the Council of the City of Roseville 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 Sierra Vista Specific Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the proposed changes to the Sierra Vista Specific Plan are adopted as set forth in the attached Exhibit C and Exhibit D.

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

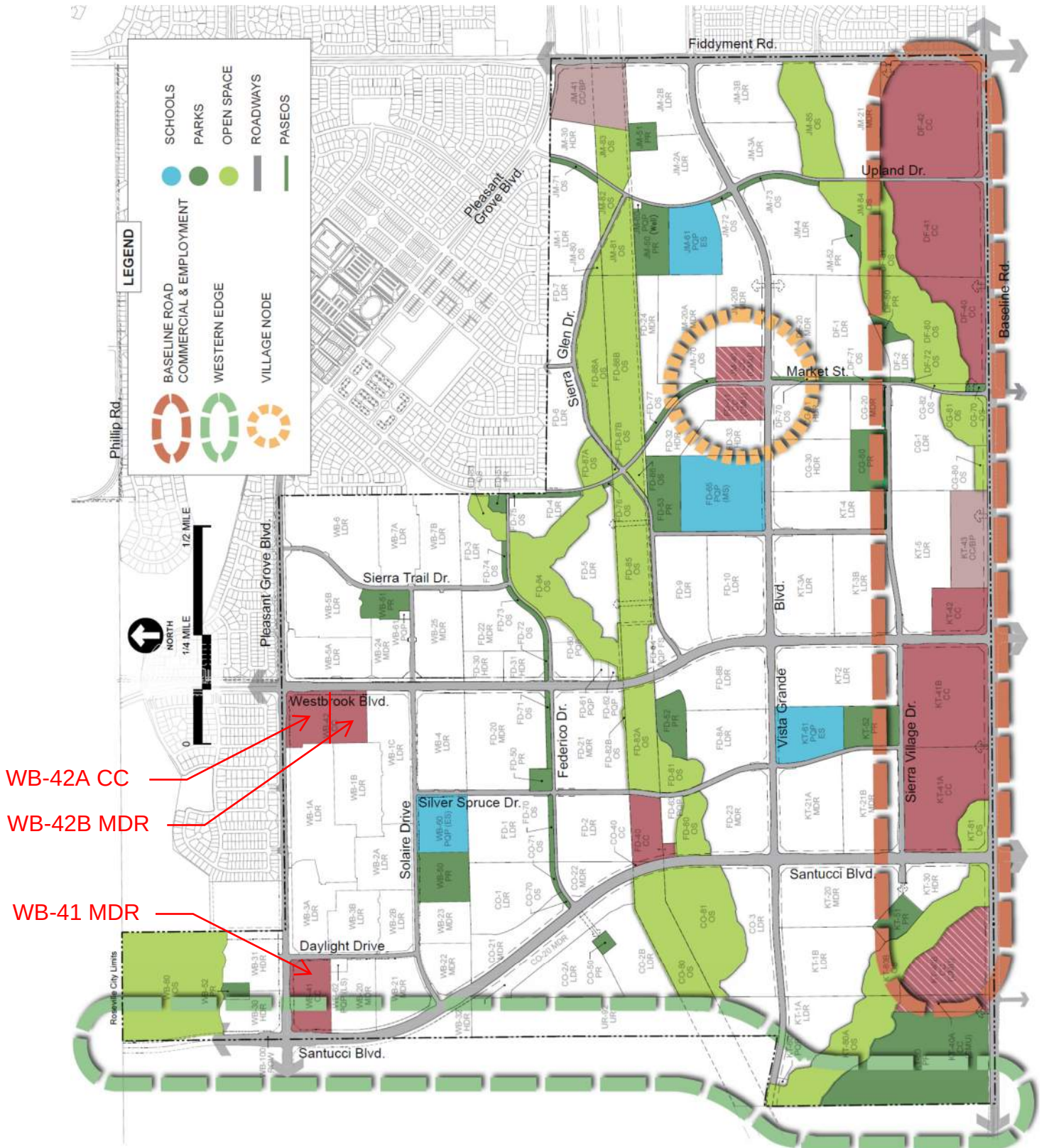


Figure 3-1: Community Form Elements

Table 4-1: Plan Area Land Use Summary

Land Use Designation		Applied Zoning Districts	Acres	% of Total Acres	Units	% of Total Units
Residential Neighborhoods						
LDR	Low Density Residential	RS/DS	595.6	28.7%	3,049	34.8%
LDR	LDR – Age Restricted	RS/DS	94.3	4.6%	493	5.6%
MDR	Medium Density Residential	RS/DS	351.1 358.6	16.9%	2,614 2,667	29.8%
HDR	High Density Residential	R3	93.6	4.5%	2,367	27.1%
Sub-totals			1,142.1	54.8%	8,523	97.2%
Commercial and Employment						
CC	Community Commercial (Commercial Mixed Use)	CMU/SA	29.1	1.4%	249	2.8%
CC/BP	Community Commercial/ Business Professional (Mixed Use)	CC/SA	25.4	1.2%	--	--
CC	Community Commercial	CC & GC	167.2 159.7	8.1%	--	--
Sub-totals			214.2	10.7%	249	2.8%
Open Space/Public						
P/QP	Public/Quasi-Public	P/QP	64.7	3.1%	--	--
PR	Parks & Recreation	PR	102.8	4.9%	--	--
OS	Open Space	OS	302.0	14.6%	--	--
OS	Paseo (60'-wide)	OS	13.4	0.6%	--	--
UR	Urban Reserve	UR	38.7	1.9%	--	--
Sub-totals			521.6	25.2%	--	--
Right of Way/ Landscape Corridor			193.82	9.2%	--	--
TOTAL			2072.2 ac	100%	8,825	100%

Note: See Table 7-4 for net Paseo total acres

Last Updated September 2023

SIERRA VISTA LAND USE PLAN

Figure 4-1

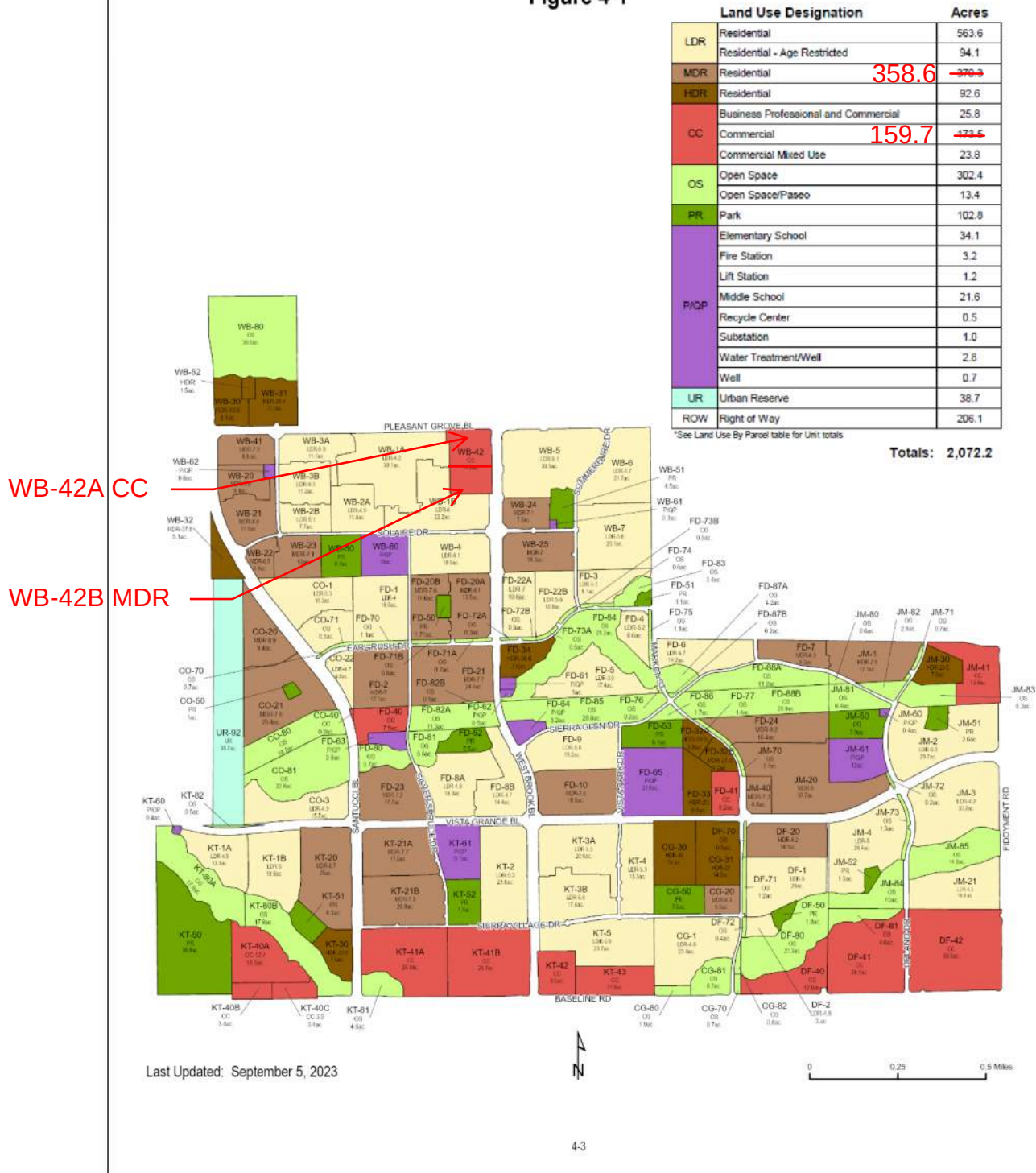


Figure 4-1: Land Use Map

Table 4-2: Land Use, Zoning, & Acreage by Parcel (cont.)

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ZONING	ACRES	ALLOCATED UNITS	DENSITY
UR-92	Urban Reserve	UR	38.72		
Sub-totals (Urban Reserve)			38.72	0	
WB-1A	LDR (Residential – Age-Restricted)	RS/DS	30.30	126	4.2
WB-1B	LDR (Residential – Age-Restricted)	RS/DS	22.20	133	6.0
WB-2A	LDR (Residential – Age-Restricted)	RS/DS	11.81	58	4.9
WB-2B	LDR (Residential – Age-Restricted)	RS/DS	7.67	39	5.1
WB-3A	LDR (Residential – Age-Restricted)	RS/DS	11.10	66	5.9
WB-3B	LDR (Residential – Age-Restricted)	RS/DS	11.23	71	6.3
WB-4	LDR (Residential)	RS/DS	16.50	100	6.1
WB-5	LDR (Residential)	RS/DS	30.50	157	5.1
WB-6	LDR (Residential)	RS/DS	21.70	103	4.7
WB-7	LDR (Residential)	RS/DS	25.14	145	5.8
WB-20	MDR (Residential)	RS/DS	8.88	66	7.9
WB-21	MDR (Residential)	RS/DS	11.80	81	6.9
WB-22	MDR (Residential)	RS/DS	4.80	32	6.7
WB-23	MDR (Residential)	RS/DS	9.88	71	7.3
WB-24	MDR (Residential)	RS/DS	7.50	53	7.1
WB-25	MDR (Residential)	RS/DS	14.30	100	7.0
WB-30	HDR (Residential)	R3	8.06	237	29.4
WB-31	HDR (Residential)	R3	11.10	293	26.4
WB-32	HDR (Residential)	R3	5.11	128	25.0
WB-41	MDR (Residential)	RS/DS	8.5	63	7.4
WB-42A	CC (Commercial)	CC	14.55 7.05		
WB-50	PR (Park)	PR	8.74		
WB-51	PR (Park)	PR	4.47		
WB-52	HDR (Residential)	R3	1.50		
WB-60	Public/Quasi-Public (Elementary School)	P/QP	10.00		
WB-61	Public/Quasi-Public (Well)	P/QP	0.31		
WB-62	Public/Quasi-Public (Lift Station)	P/QP	0.80		
WB-80	OS (Open Space)	OS	36.58		
Sub-totals (Westbrook)			365.64	-2,029 2,082	
ROW	Right of Way/Landscape Corridors		193.82		
Sub-totals (ROW)			193.82	0	
Total			2,072.16	-8,772 8,825	

Table Updated September 2023
(GIS acreages revised January 2021)

WB-42B
RS/DS
7.5 AC
53 units
7.0 du/ac

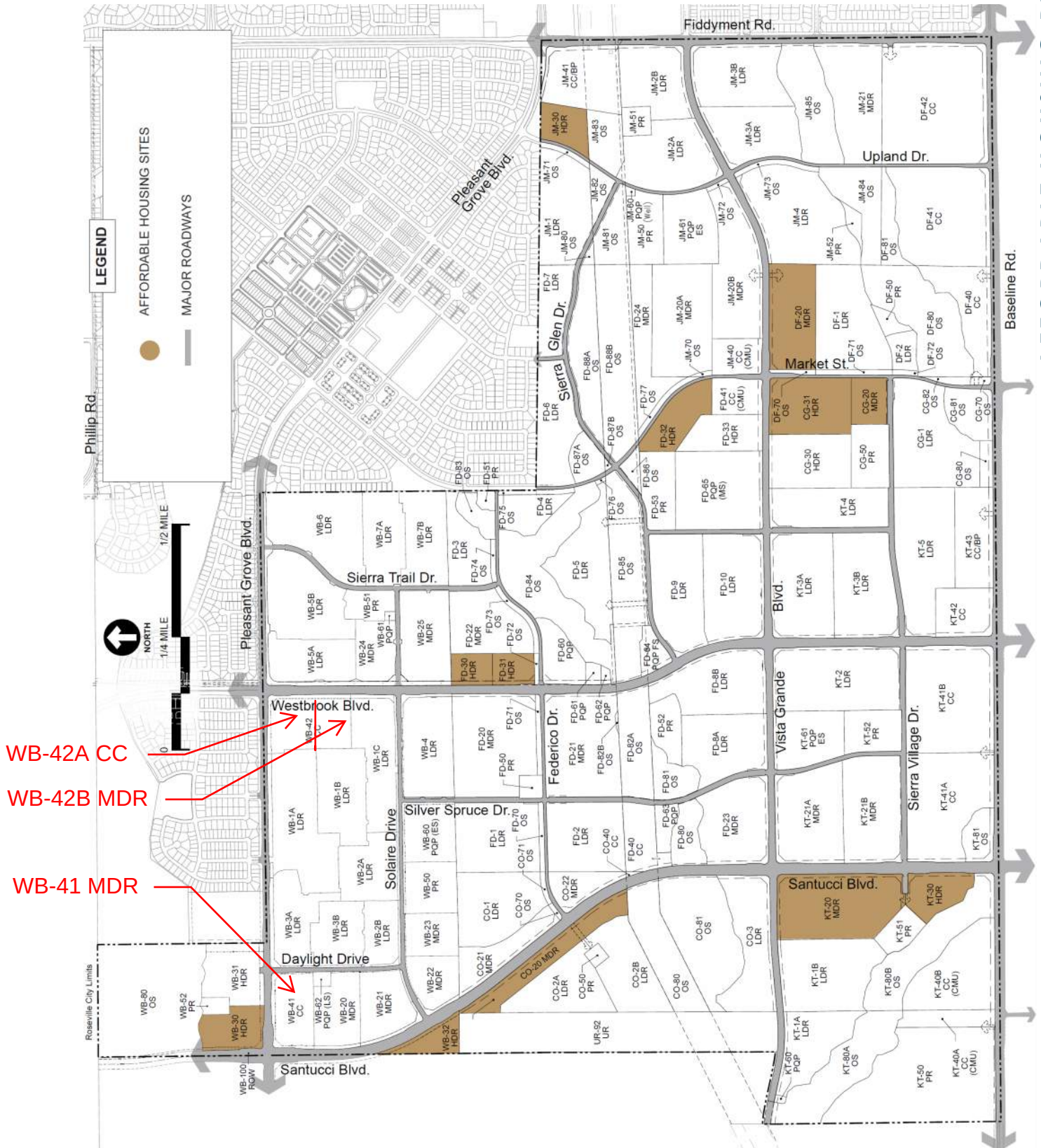


Figure 5-1: Affordable Housing Sites (refer to Table 5-3 for most current allocations)

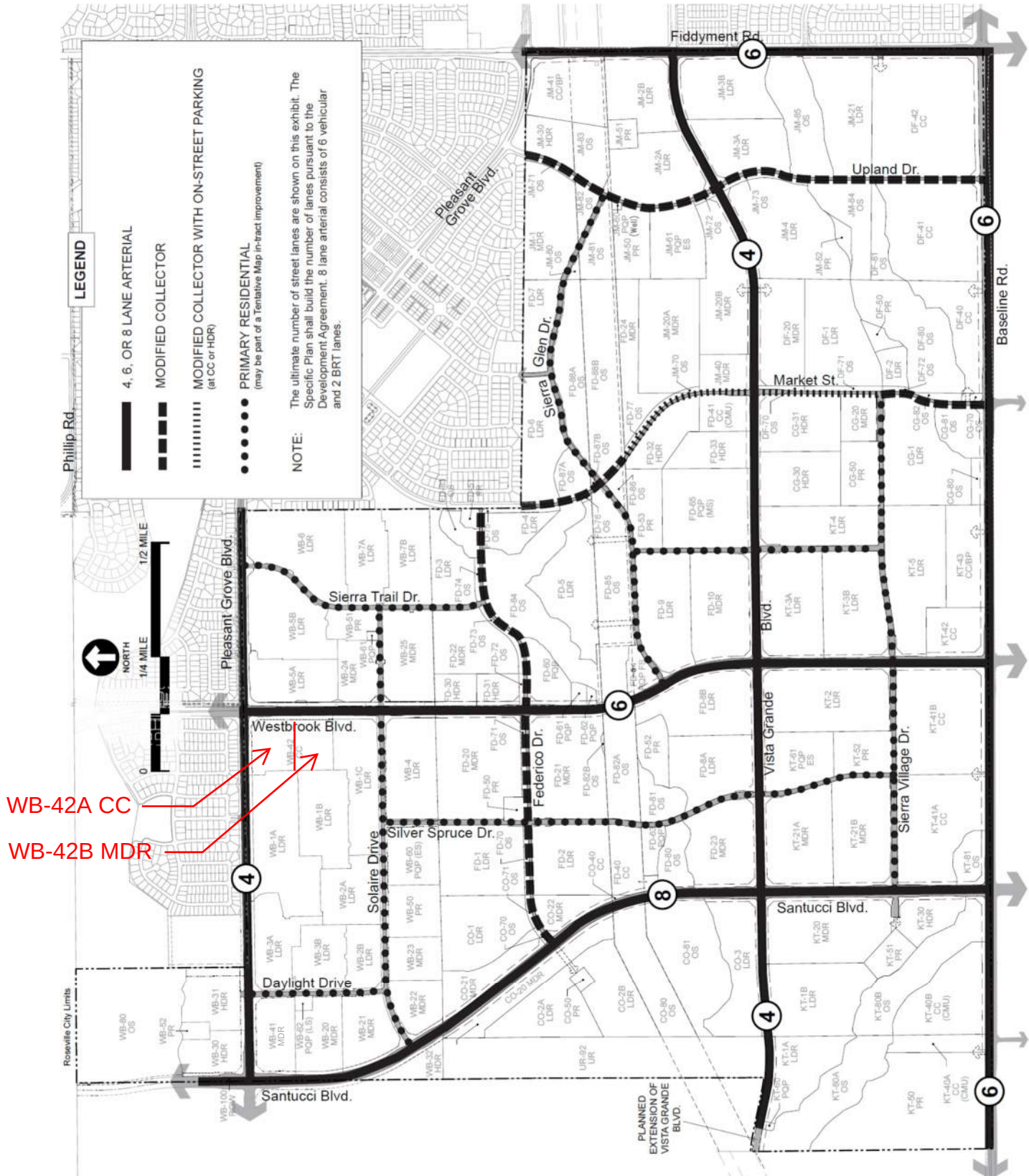
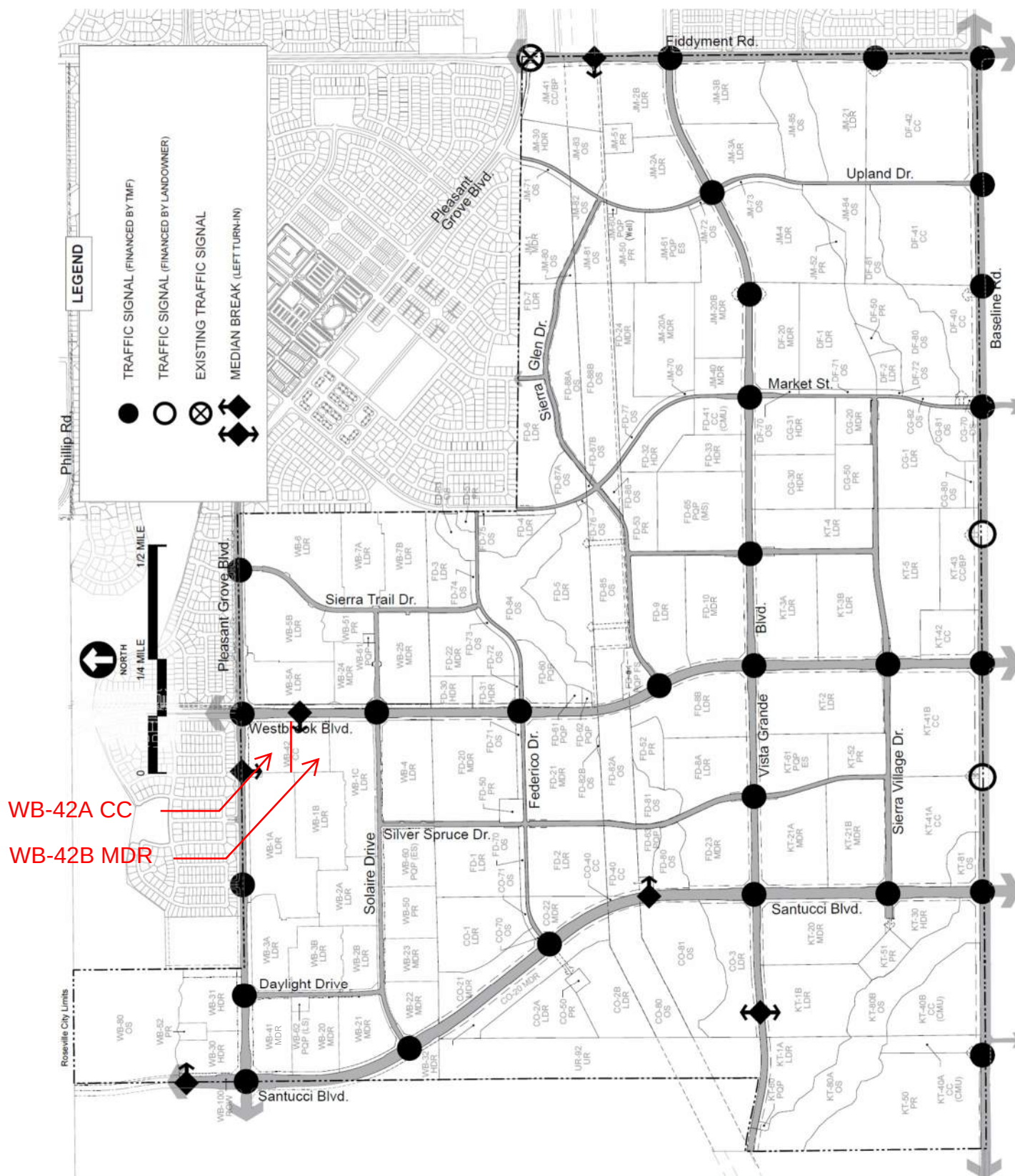
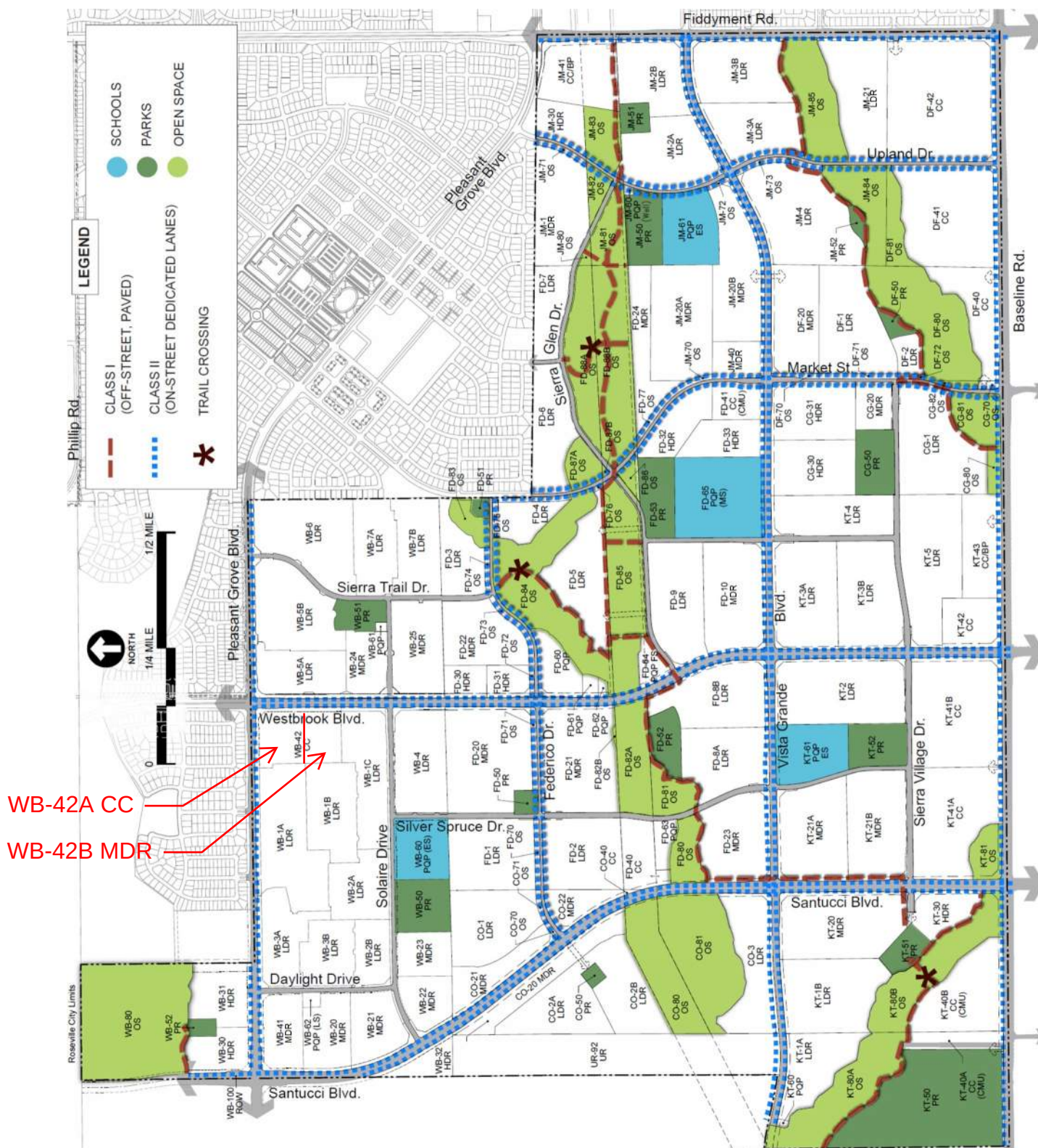


Figure 6-1: Roadway System





Notes: Creek crossings are subject to approvals from the appropriate federal and state agencies.
Decomposed granite/gravel shoulders not included for Class I bikeways along Santucci Blvd.

Figure 6-21: Class I and II Bikeways

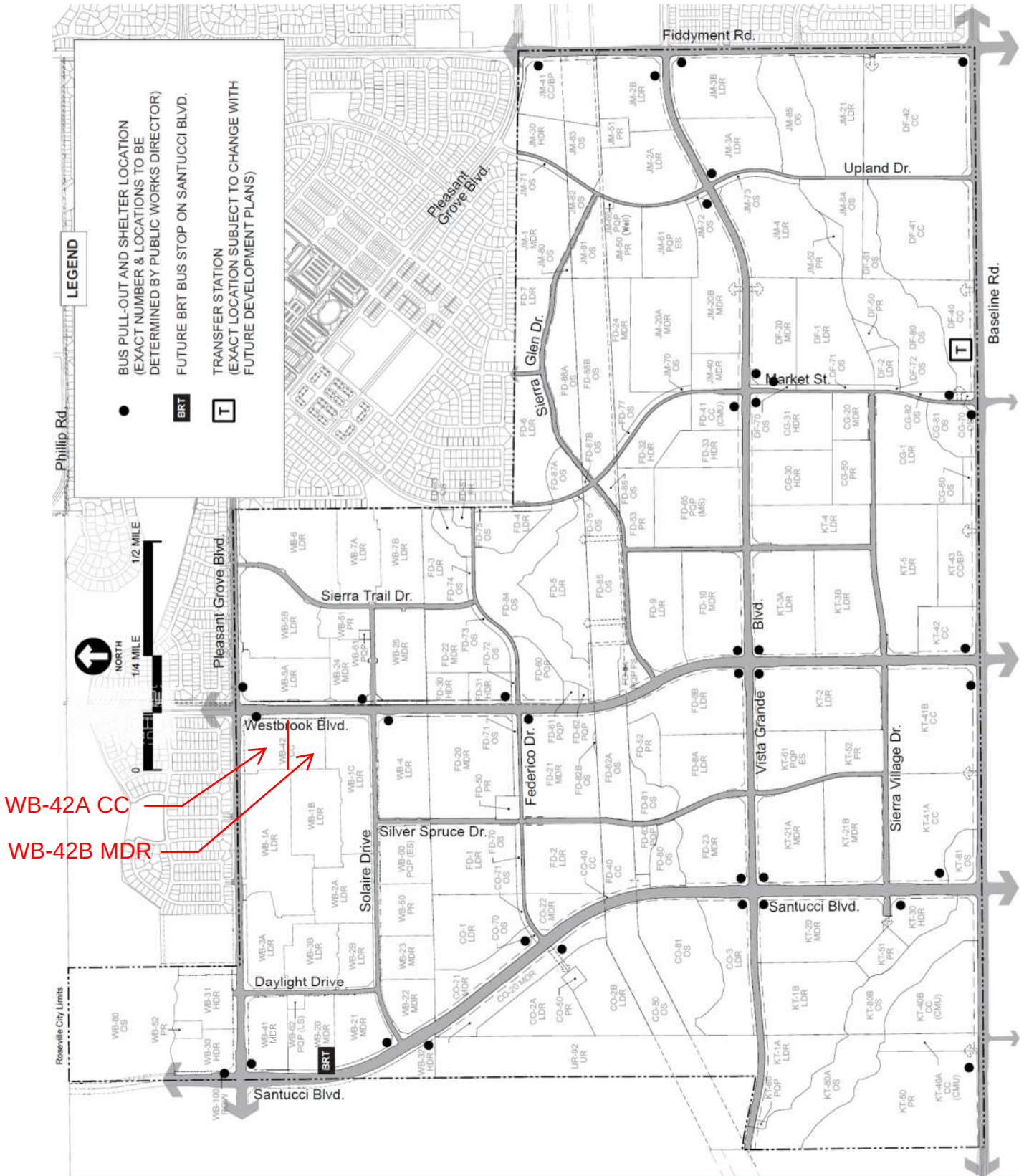


Figure 6-24: Bus Pull-Out and Shelter Locations

6-29



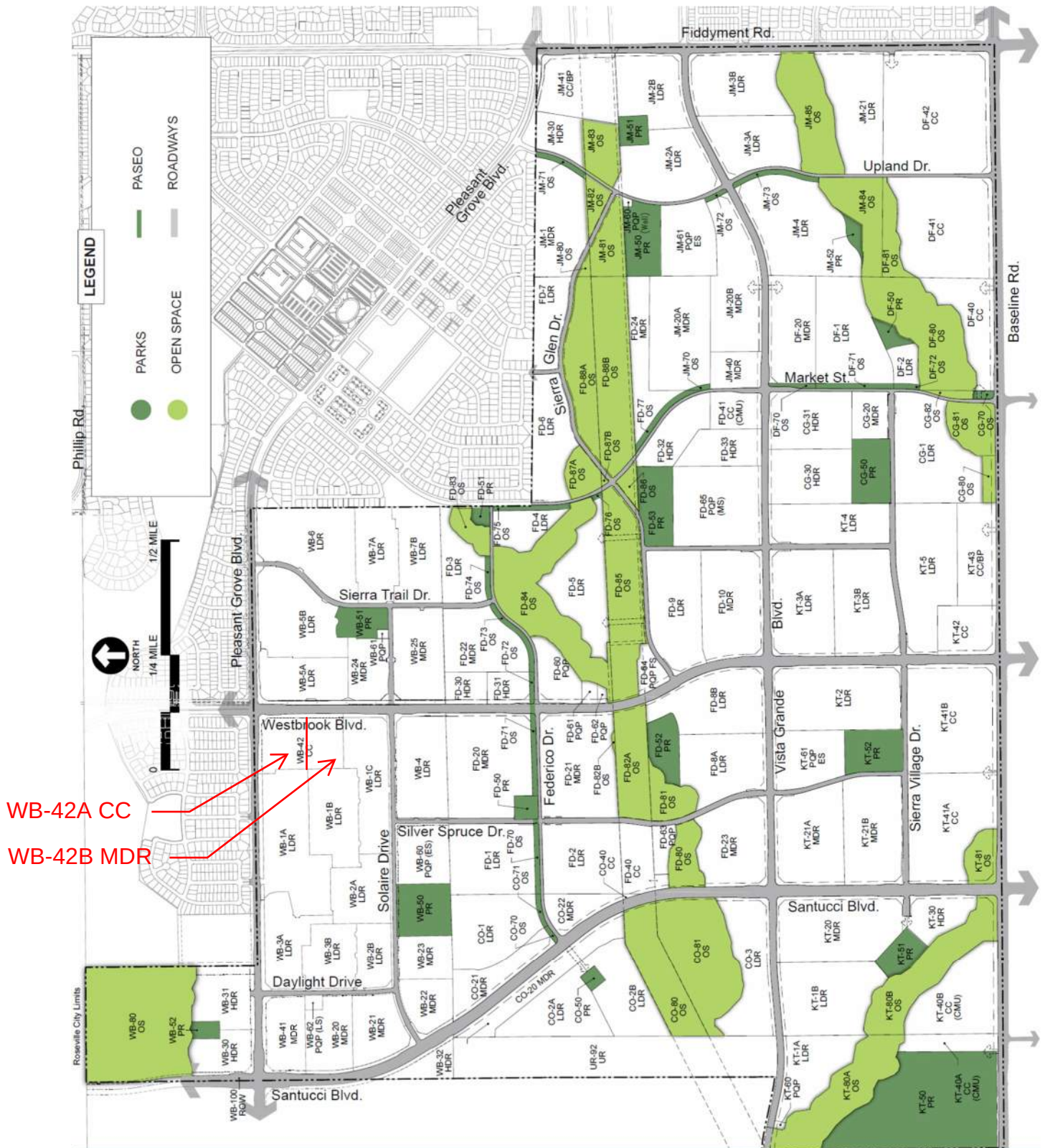
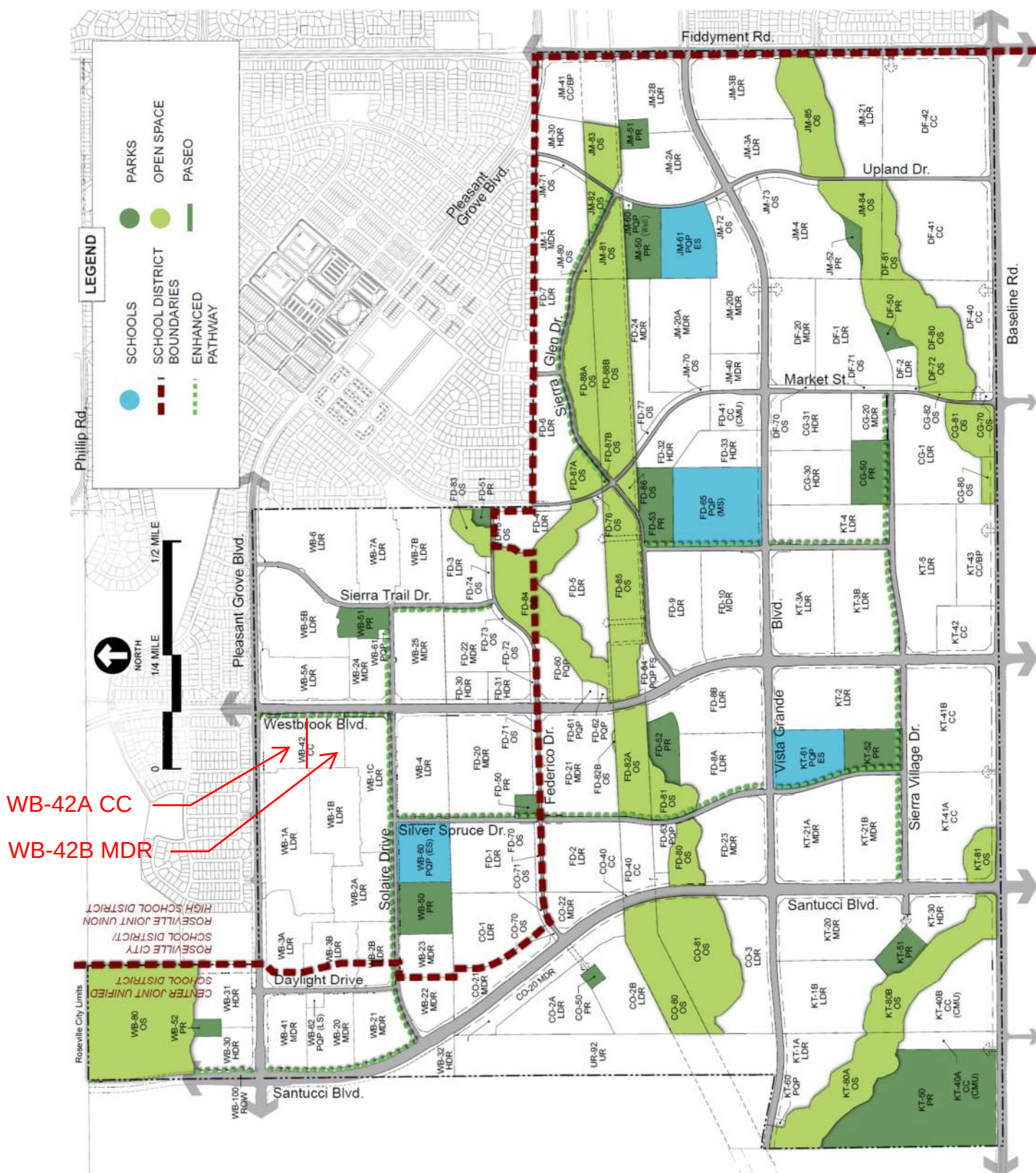


Figure 7-1: Parks and Open Space Plan



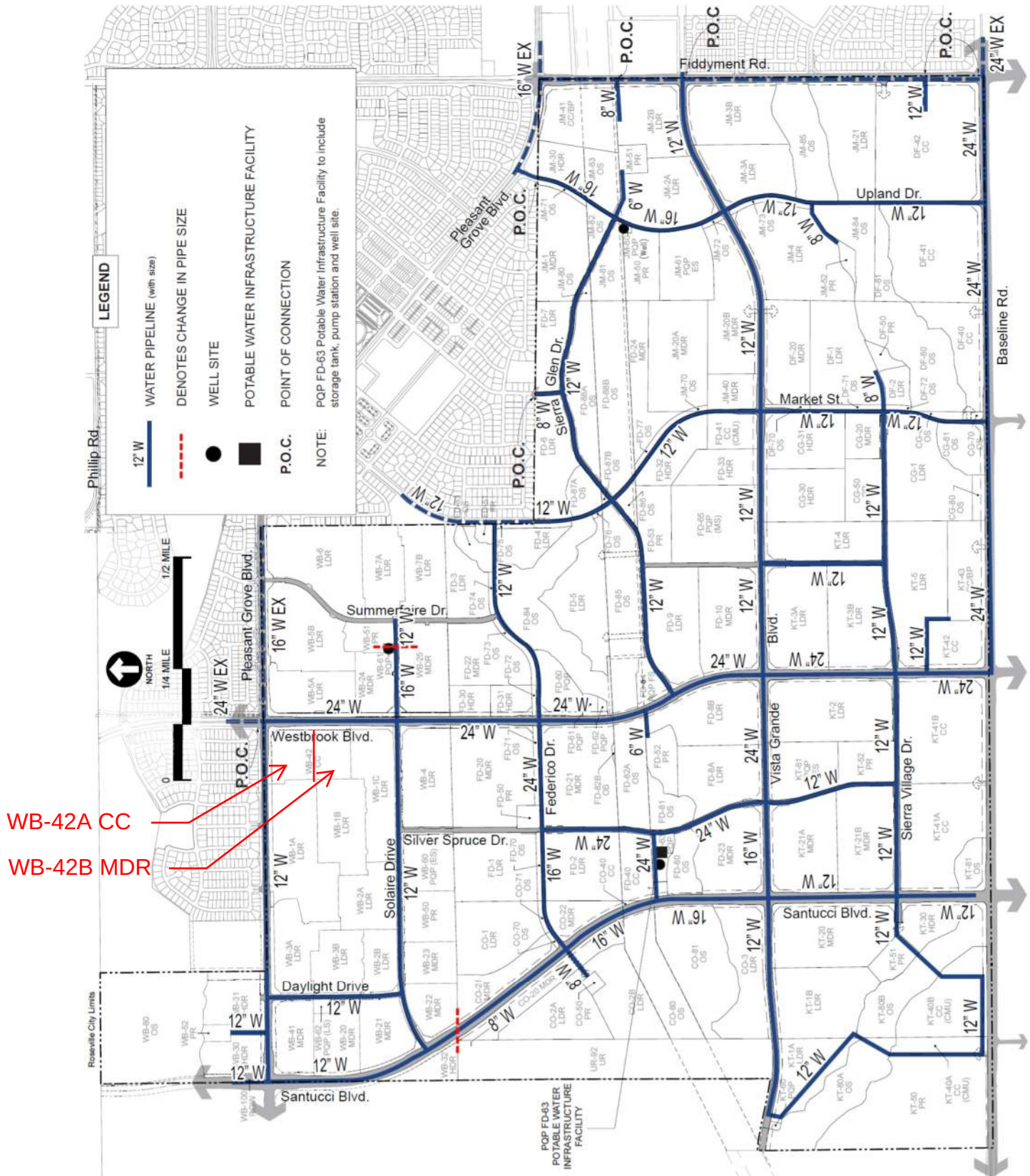


Figure 8-1: Water Distribution System, Storage Tank, and Well Locations

City of Roseville

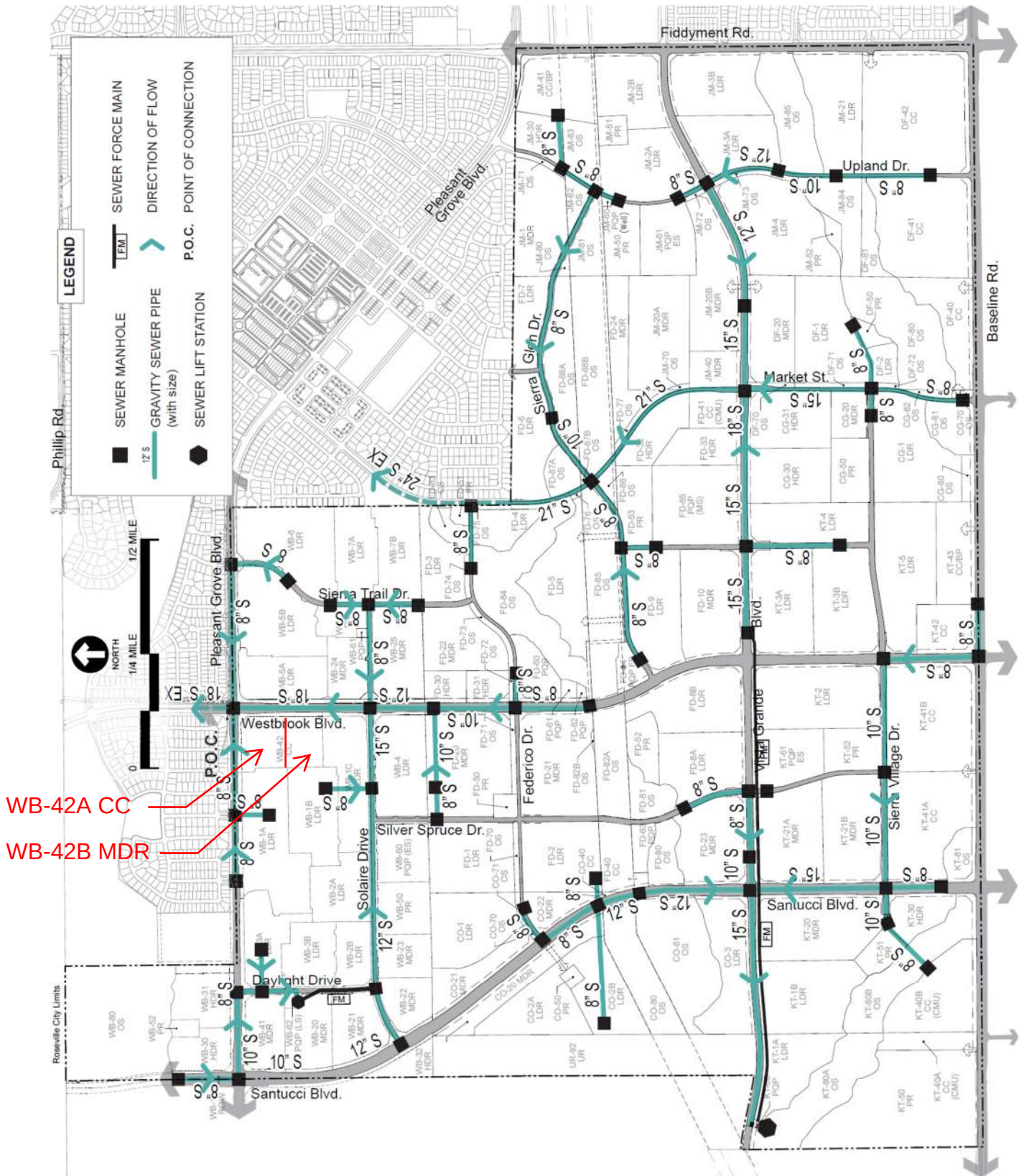


Figure 8-3: Wastewater Collection System

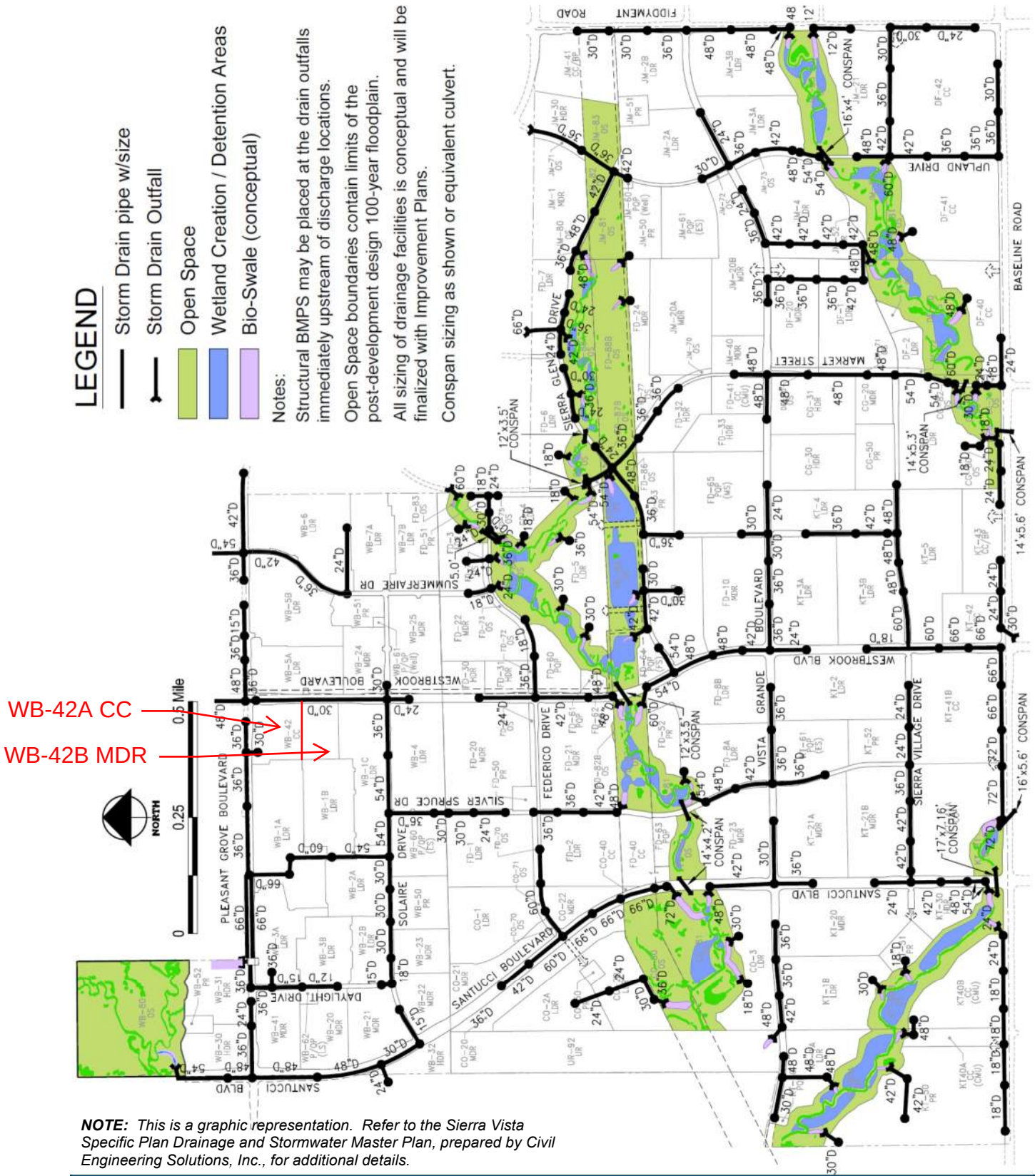


Figure 8-4: Drainage Improvements

8-19



City of Roseville

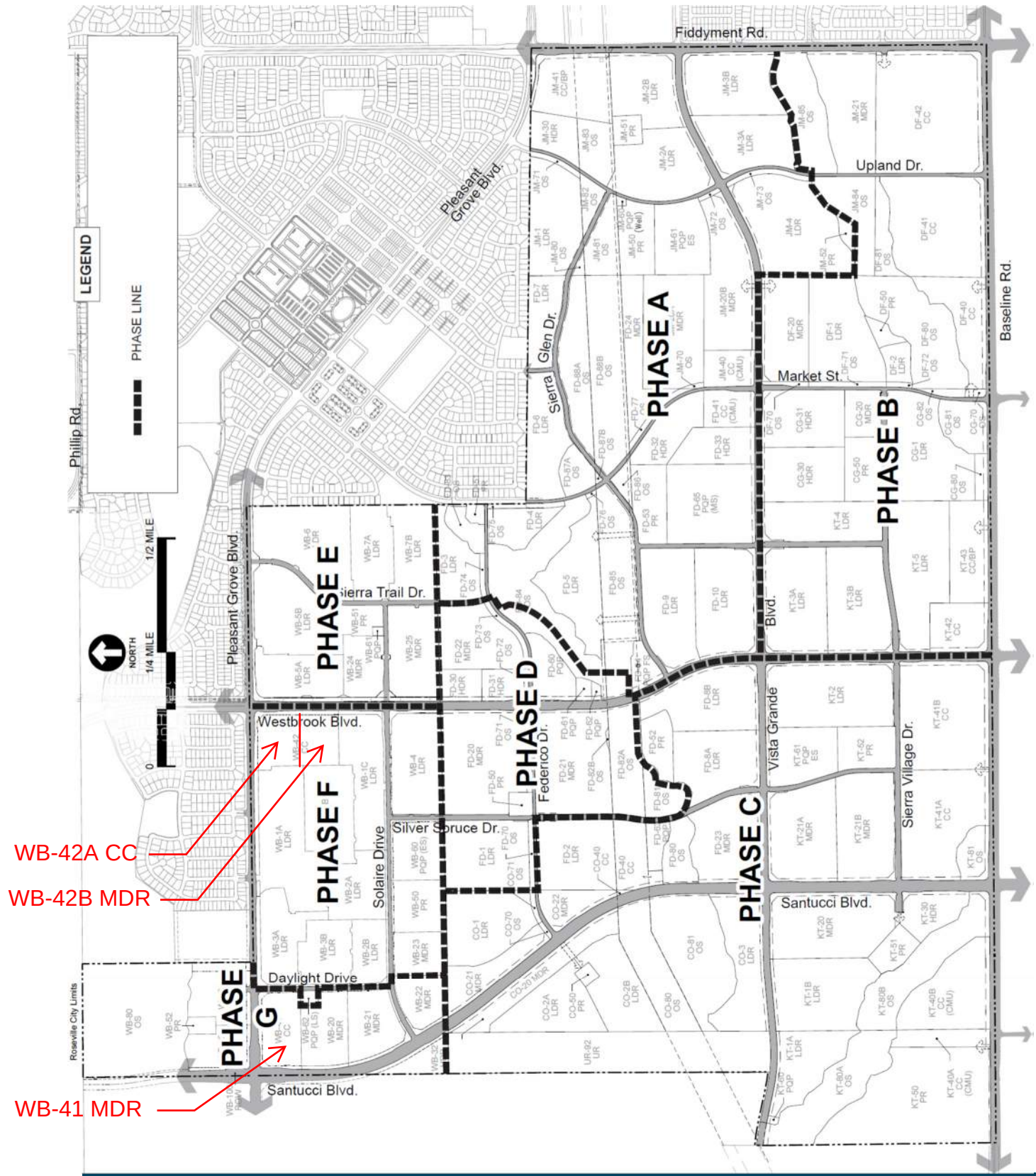
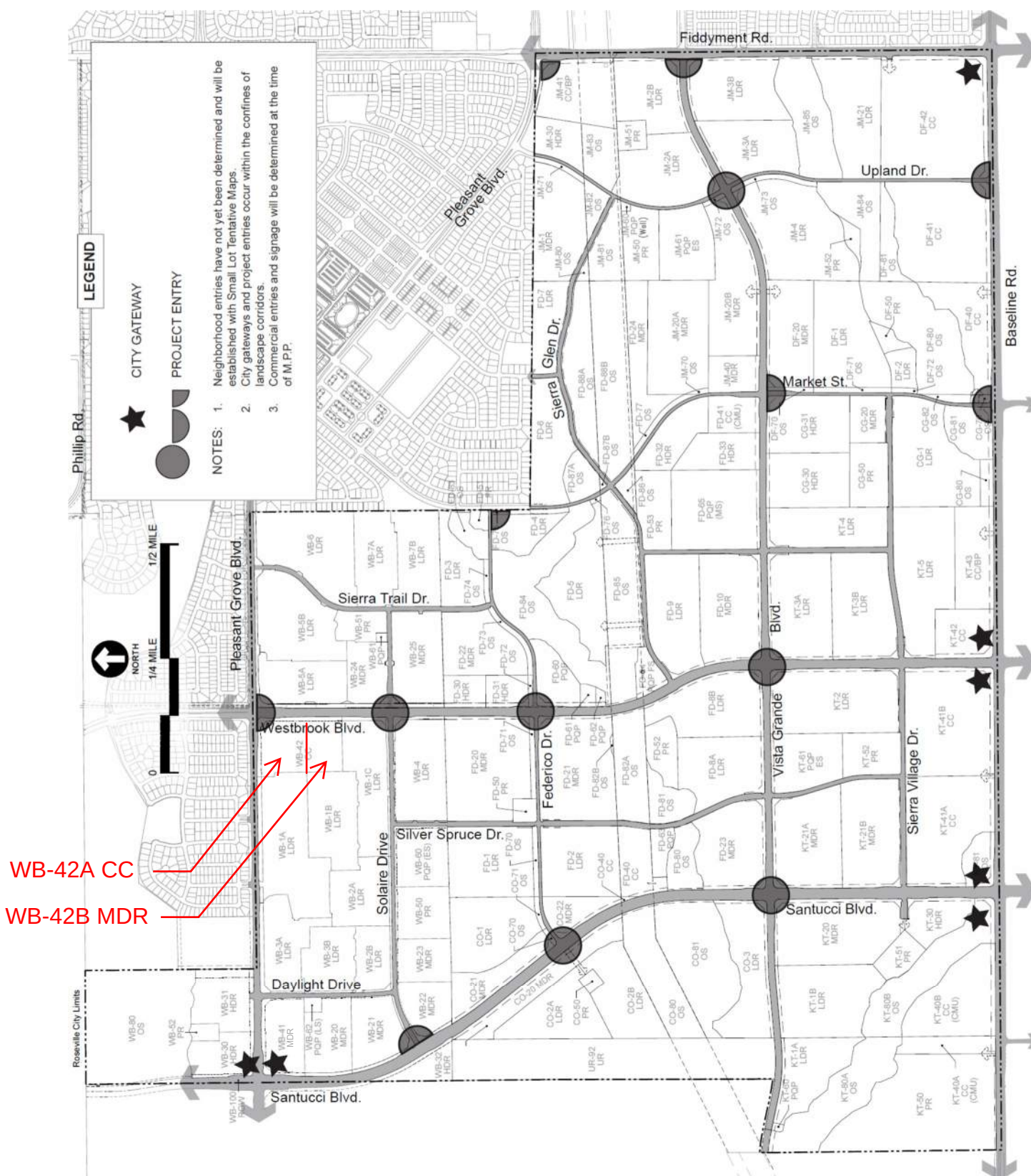


Figure 10-1: Phasing Plan



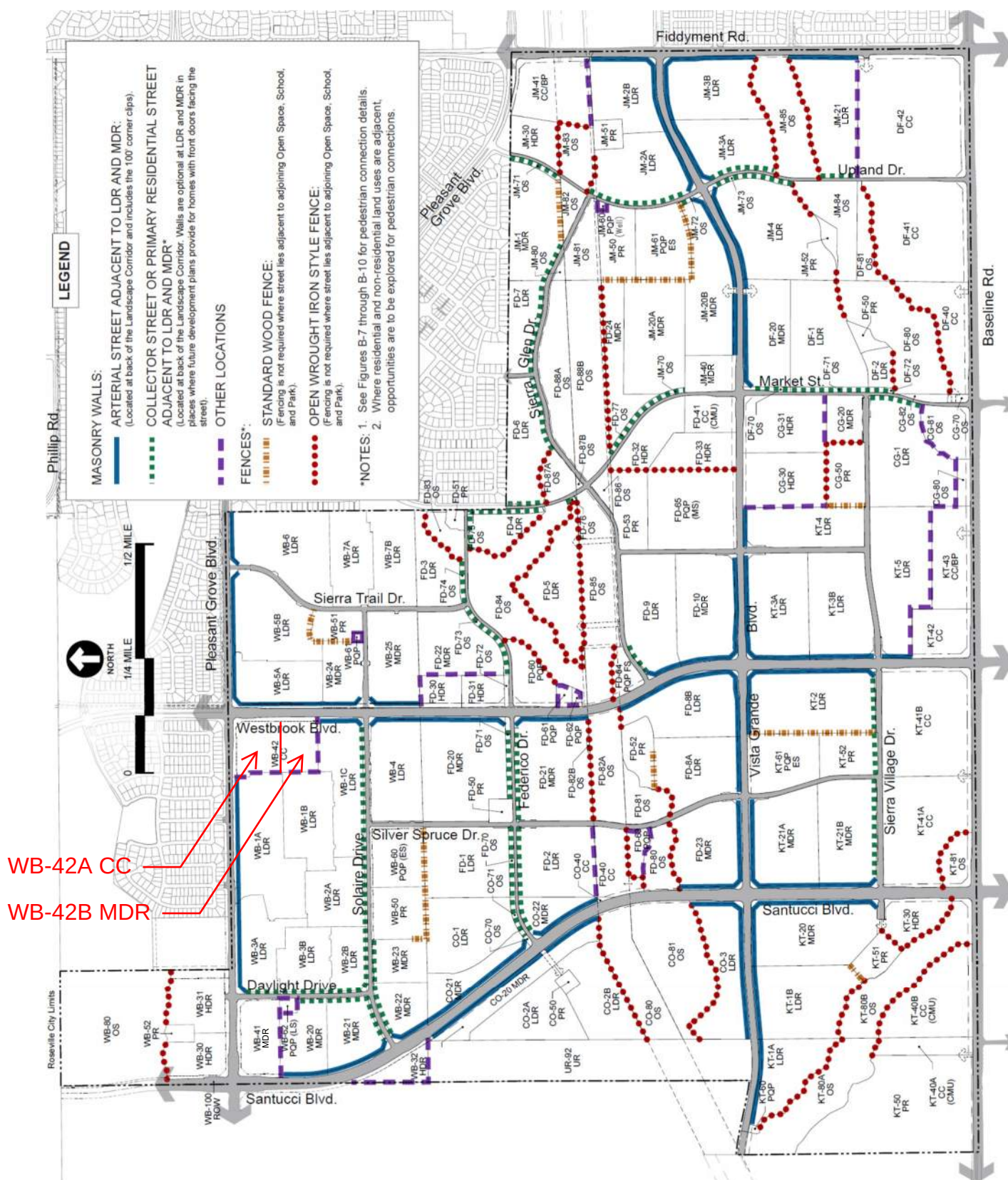
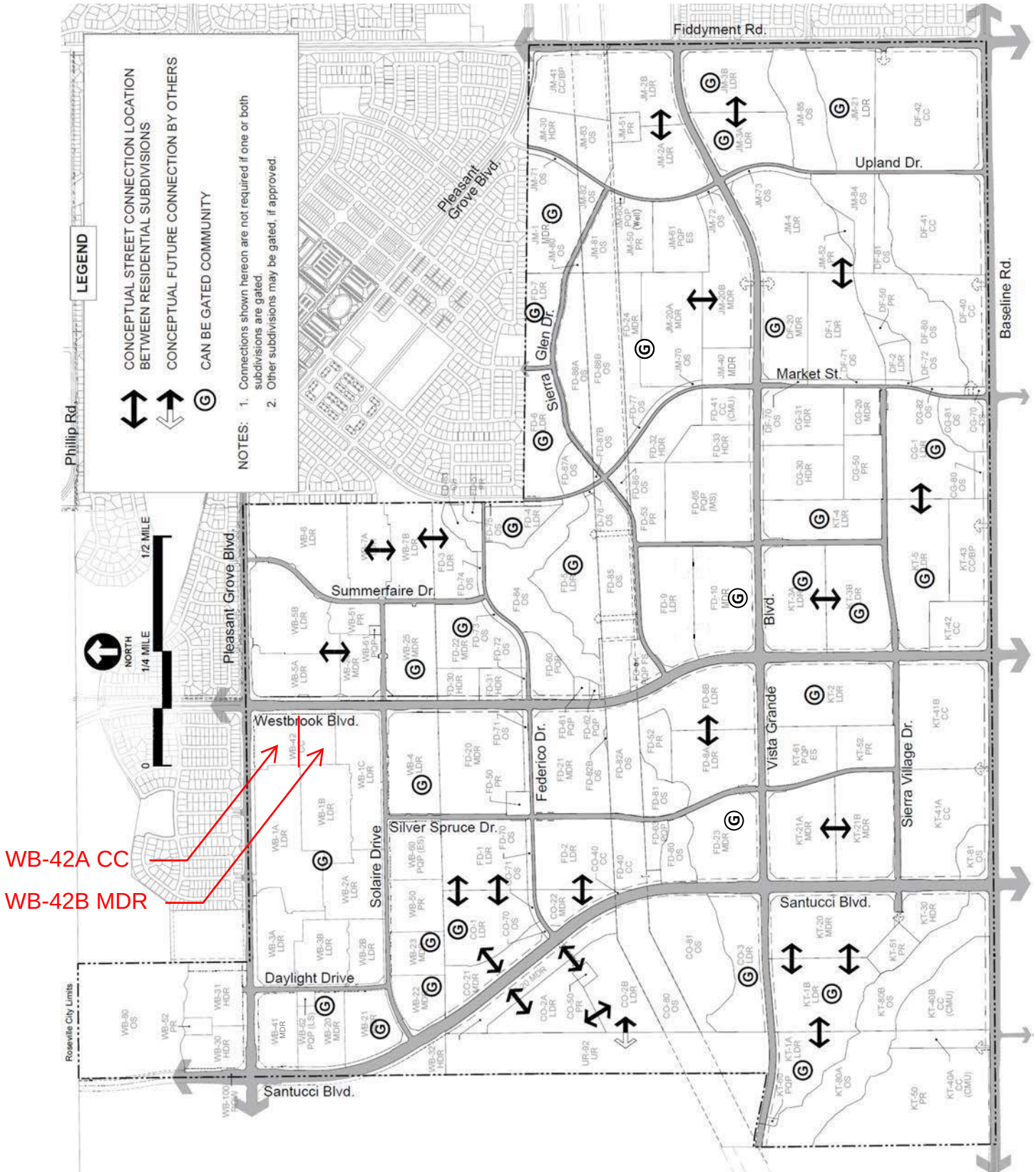




Figure B-5: Paseo Plan





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

SECTION 2. Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property within the City of Roseville known as Parcel WB-42B of the Sierra Vista Specific Plan, as shown and so designated in Exhibit "B", which is attached hereto and incorporated herein by reference, is hereby rezoned from Community Commercial (CC) to Small Lot Residential/Development Standards (RS/DS).

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

call: AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

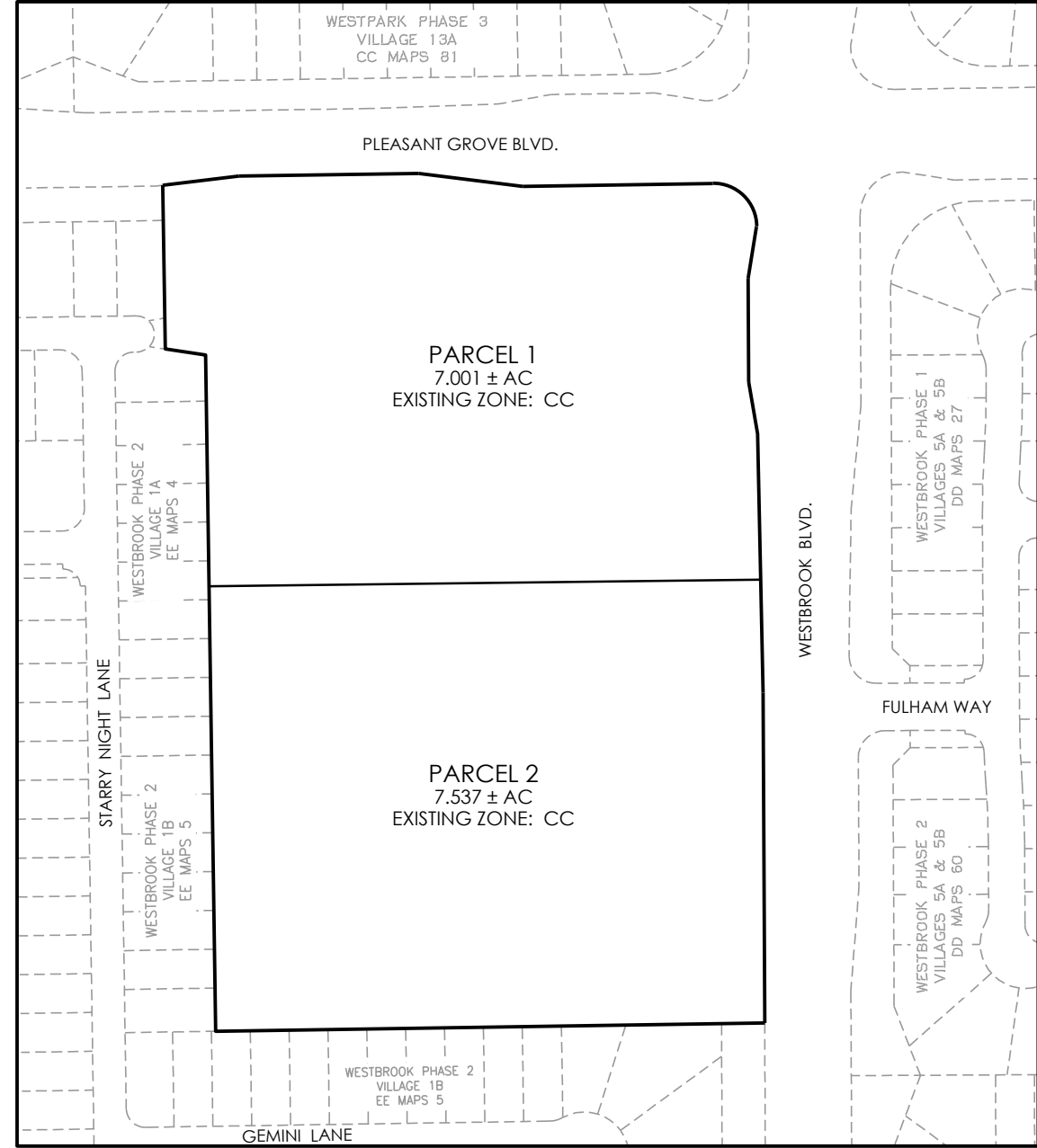
ABSENT COUNCILMEMBERS:

MAYOR

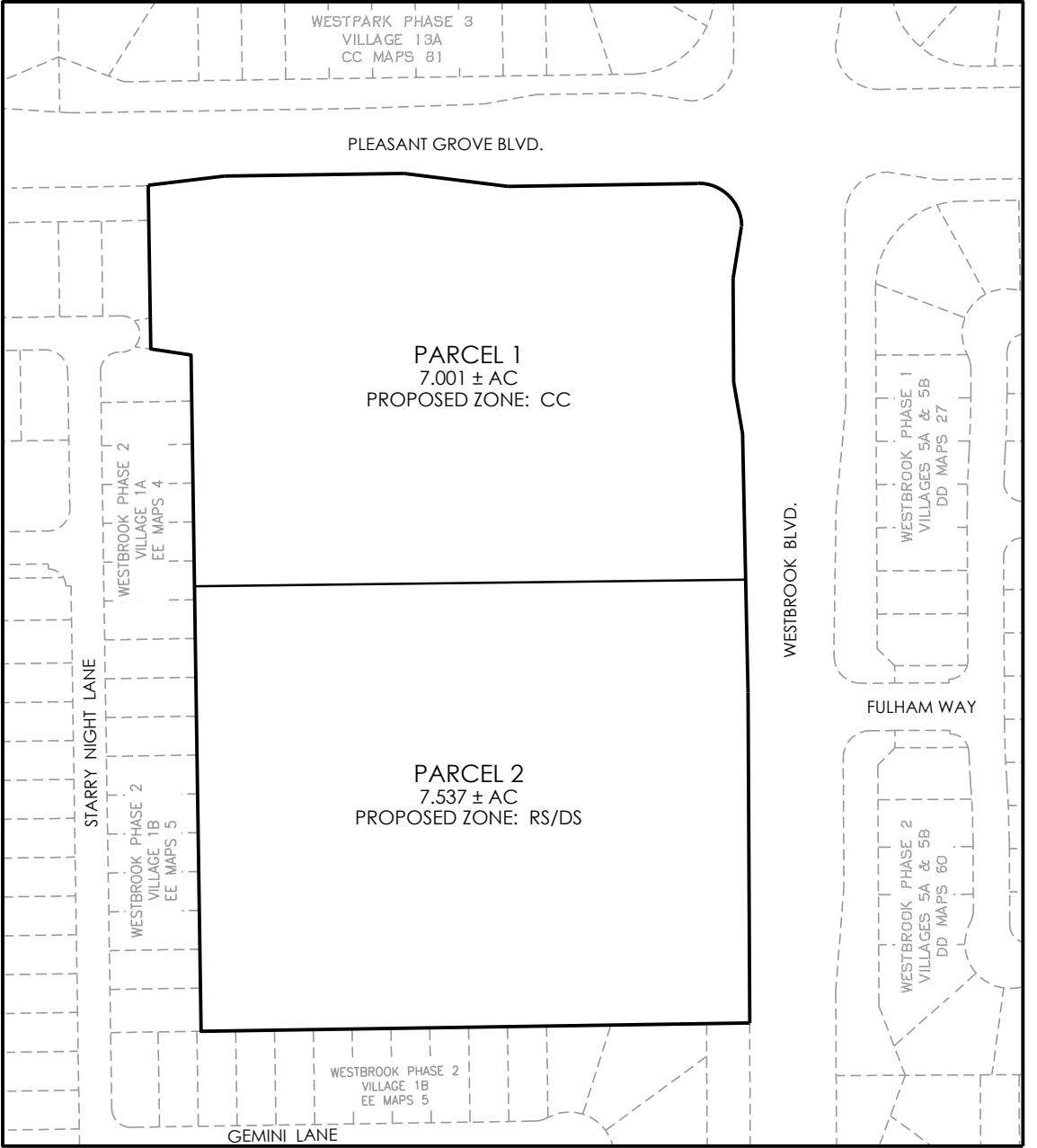
ATTEST:

City Clerk

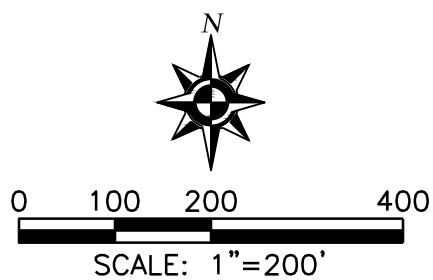
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EXISTING



PROPOSED



PARCEL #	EXISTING ZONE	PROPOSED ZONE	EXISTING ACRES (GR.)	PROPOSED ACRES (GR.)
1	CC	CC	7.001	7.001
2	CC	RS/DS	7.537	7.537
TOTALS			14.538	14.538

REZONE EXHIBIT

PARCEL WB-42

Scale: 1"= 200' March 29, 2024



ORDINANCE NO.

ADOPTING A FIFTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Fifth Amendment of the Development Agreement by and between the City of Roseville and Westpark S.V. 400, LLC, pertaining to property located within the Sierra Vista Specific Plan area.

SECTION 2. Prior to considering the proposed Fifth Amendment to Development Agreement, the City Council considered the 13th Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) (SCH #2008032115, certified May 5, 2010), pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et seq.

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Fifth Amendment to Development Agreement, and makes the following findings:

1. The Fifth 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 Sierra Vista Specific Plan;
2. The Fifth Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Fifth Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The Fifth 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 Fifth Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Fifth Amendment to Development Agreement by and between the City of Roseville and Westpark S.V. 400, 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 _____ 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIFTH AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC,
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This Fifth Amendment of Development Agreement is entered into this _____ day of _____, 2024, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and WESTPARK S.V. 400, LLC, a California limited liability company ("Westpark" or "Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code.

RECITALS

A. Westpark and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on June 20, 2012, and recorded on July 25, 2012, in the Official Records of Placer County as Document No. 2012-0066790-00. City and Westpark entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan ("Specific Plan", "SVSP", or "Plan Area"), as described in Exhibit "A" and shown in Exhibit "B" to the Development Agreement (the "Property").

B. On May 4, 2016, City approved the First Amendment to the Development Agreement (the "First Amendment") relative to development within a portion of the SVSP, as more precisely defined in Exhibits "A" and "B" attached to the First Amendment, which was recorded on May 11, 2016, as Document No. 2016-0035988-00, in the Official Records of Placer County.

C. Westpark assigned its interest for a portion of the Property to Pine Island Apartments, LLC ("Pine Island") pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of November 10, 2021, and recorded November 10, 2021, as Document No. 2021-0139629-00, in the Official Records of Placer County.

D. On February 2, 2022, City approved the Second Amendment to the Development Agreement (the "Second Amendment") relative to development within a portion of the SVSP, as more precisely defined in Exhibits "A" and "B" attached to the Second Amendment, which was recorded on March 10, 2022, as Document No. 2022-0021197-00, in the Official Records of Placer County.

E. On October 4, 2023, City approved the Third Amendment to the Development Agreement (the "Third Amendment") relative to development within a portion of the SVSP, as more precisely defined in Exhibits "A" and "B" attached to the Third Amendment, which was recorded on November 17, 2023, as Document No. 2023-0063101-00, in the Official Records of Placer County.

F. On May 1, 2024, City approved the Fourth Amendment to the Development Agreement (the "Fourth Amendment") relative to development within a portion of the SVSP, as more precisely defined in Exhibits "A" and "B" attached to the Fourth Amendment, which was recorded on _____, 2024, as Document No. 2024-_____, in the Official Records of Placer County.

G. This Fifth Amendment to the Development Agreement (the "Fifth Amendment") affects a certain portion of the Property commonly known as SVSP Parcel WB-42 (the "Fifth Amendment Property"), as described in Exhibit "A" and as shown in Exhibit "B" attached to this Fifth Amendment. This Fifth Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

H. Concurrent with its consideration of this Fifth Amendment, City is processing General Plan Amendment (Resolution No. _____), Specific Plan Amendment (Resolution No. _____), a Rezone (Ordinance No. _____), a Tentative Subdivision Map (TSM _____), and Lot Line Adjustment for a portion of Parcel WB-42 for purposes of amending the land use on a portion of the Fifth Amendment Property, and subdividing that portion for single family residential lots. City and Landowner enter into this Fifth Amendment in order to provide consistency with and to vest these land use approvals.

I. The Fifth Amendment is authorized by Section 1.4 of the Development Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following section and exhibits of the Development Agreement are hereby amended as follows:

a. REVISED SECTION 2.2. The summary table of Section 2.2 of the Development Agreement ("Vested Entitlements") is revised as follows:

"Low Density Residential

505 units on 93.8 Net Acres;

Low Density Residential/ Age Restricted	493 units on 94.3 Net Acres;
Medium Density Residential	519 units on 74.8 Net Acres;
High Density Residential	658* units on 24.3 Gross Acres;
Community Commercial	7.0 Gross Acres;
Community Commercial/Commercial	0 Gross Acres;
Mixed Use	
Park	14.7 Gross Acres;
Open Space	36.6 Gross Acres;
Schools	10.0 Gross Acres;
Water Treatment/Well Site	0.3 Gross Acres;
Lift Station	0.8 Gross Acres;
Right of Way /Landscape Corridors	45.3 Gross Acres.

*Parcel WB-30 includes 237 allocated HDR units, plus a density bonus of 118 HDR units, and Parcel WB-32 includes 128 allocated HDR units, plus a density bonus of 64 HDR units."

b. NEW SECTION 3.12.3.2. Section 3.12.3.2 is added to the Development Agreement to read as follows:

"3.12.3.2. Neighborhood Park In-Lieu Fee for Parcel WB-42B. Landowner shall pay a neighborhood park in-lieu fee (the "Parcel WB-42B Neighborhood Park In-Lieu Fee"), upon the issuance of each residential building permit within Parcel WB-42B, to help fund neighborhood park improvements in the SVSP. Such Parcel WB-42B Neighborhood Park In-Lieu Fee shall be \$4,535 per Medium Density Residential unit to be constructed on Parcel WB-42B, subject to annual adjustment, on July 1, based on the percentage change in the CCI."

c. NEW SECTION 3.14.11. Section 3.14.11 is added to the Development Agreement to read as follows:

"3.14.11. Community Parks Public Benefit Fee. In consideration of converting 7.5 acres of Community Commercial land use into Medium Density Residential land use, Landowner acknowledges and agrees to pay a Community Parks Public Benefit Fee. The Community Parks Public Benefit Fee shall be \$5,000 per MDR unit on Parcel WB-42B and shall be paid at the time of building permit issuance for each of the MDR units on Parcel WB-42B. "

d. EXHIBITS TO THE FIFTH AMENDMENT. The following exhibits attached to this Fifth Amendment are for the Fifth Amendment only, as follows:

Exhibit A – Legal Description of the Fifth Amendment Property
Exhibit B – Plat of the Fifth Amendment Property

e. REVISED EXHIBIT. The following exhibit attached to the Development Agreement is proposed to be deleted and replaced by a new exhibit attached to this Fifth Amendment as follows:

Exhibit E ----- Land Use Plan

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Fifth Amendment of the Development Agreement is consistent with the General Plan and the Sierra Vista Specific Plan.

3. AMENDMENT. This Fifth Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby, the Development Agreement remains in full force and effect.

4. FORM OF AGREEMENT. This Fifth 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 the Fifth Amendment in duplicate by its City Manager as attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the _____ day of _____, 2024.

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Dominick Casey
City Manager

ATTEST:

By: _____
Carmen Avalos
City Clerk

LANDOWNER:

WESTPARK S.V. 400, LLC,
a California limited liability company

By:  _____
Jeff Jones
Manager

APPROVED AS TO FORM:

By: _____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By:  _____
Mike Isom
Development Services Director

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Placer)

On October 3, 2024 before me, Crystal Rae Boehm, Notary Public c.
(here insert name and title of the officer)

personally appeared Jeffery Jones

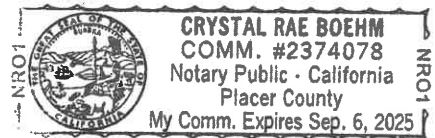
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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

Crystal Rae Boehm



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Fifth Amendment of Dev. Agmt. between City of Roseville and Westpark S.V. 400,
containing _____ pages, and dated October 3, 2024.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: Westpark S.V. 400, LLC
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐

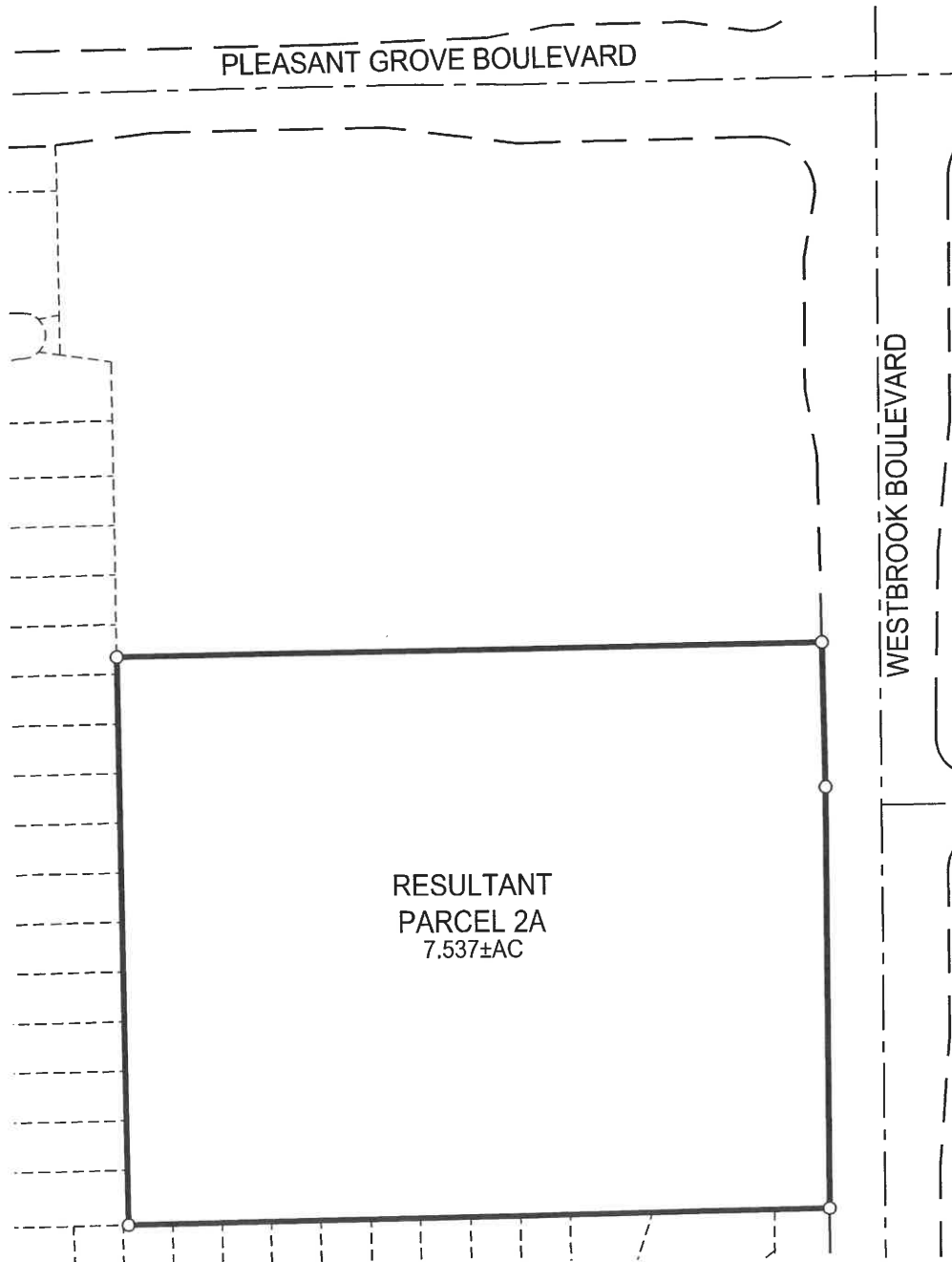
EXHIBIT "A"

DESCRIPTION OF PROPERTY

All that real property situated in the City of Roseville, County of Placer, State of California located within Section 26, Township 11 North, Range 5 East, Mount Diablo Meridian, and more particularly described as follows:

All of Resultant Parcel 2A as described in that certain Grant Deed recorded on _____, 2024 as Document Number 2024-00_____, Official Records of Placer County.

Contains 7.537 acres of land, more or less.



SHEET 1 OF 1



EXHIBIT B

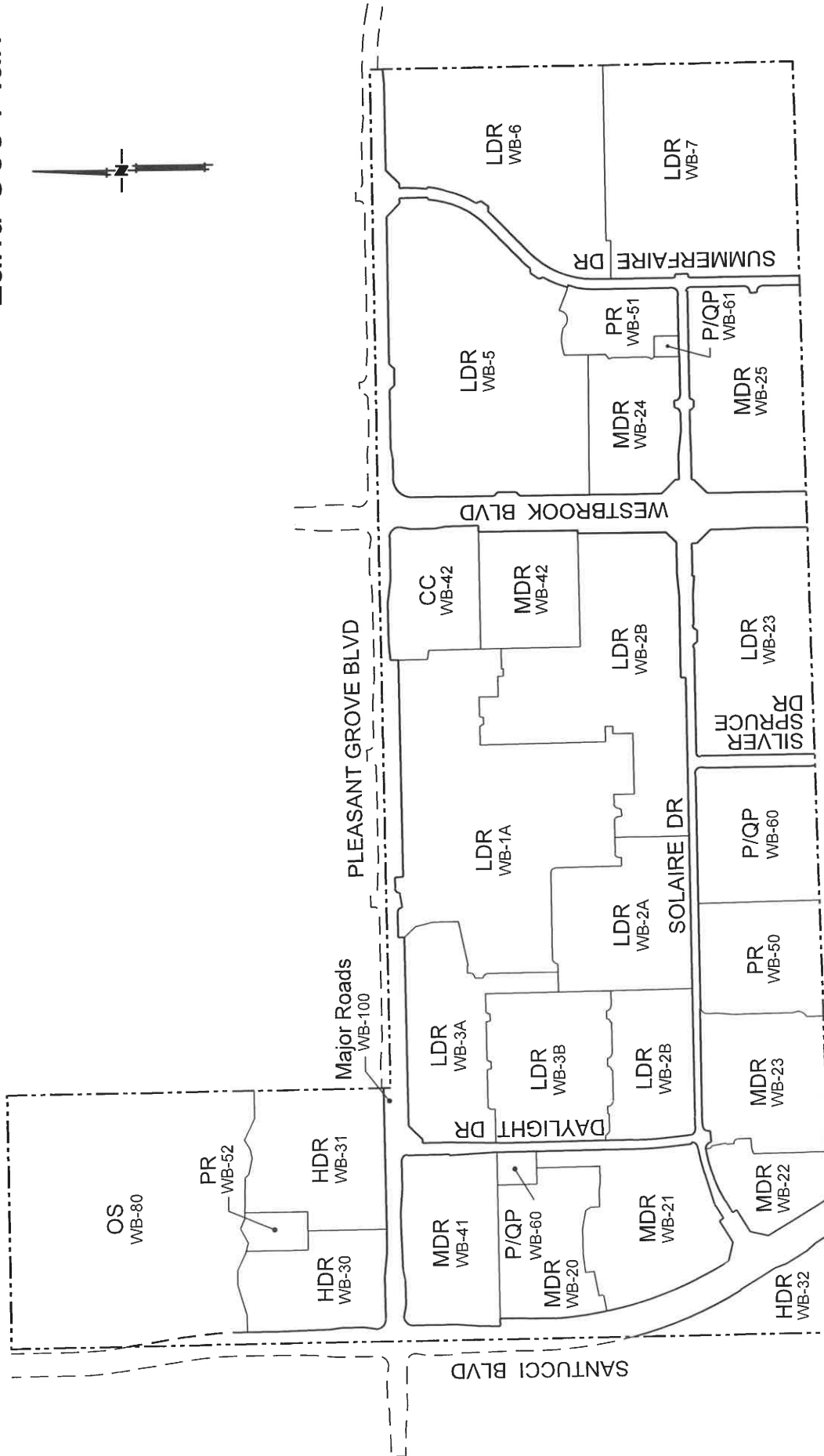
PROPERTY MAP
 WESTBROOK WB-42
 RESULTANT PARCEL 2A
 CITY OF ROSEVILLE
 COUNTY OF PLACER STATE OF CALIFORNIA

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

PJ	1"=160'	09/16/2024	18437
DRAWN BY	SCALE	DATE	JOB NO.

Exhibit E

Land Use Plan



13th ADDENDUM TO THE SIERRA VISTA SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (SCH# 2008032115, ADOPTED ON MAY 5, 2010)

Project Title/File Number:	SVSP PCL WB-42 - Rezone and Land Use Amendment/ File No. PL24-0397
Project Location:	2931 Pleasant Grove Boulevard, Roseville, CA 95747 (APN 496-100-098-000) (Parcel WB-42)
Project Description:	The project consists of a request for a Lot Line Adjustment between Parcel 1 and Parcel 2 of Sierra Vista Specific Plan Parcel WB-42. The proposed Lot Line Adjustment would modify the east-west line by shifting southerly in order to increase the size of Parcel 1 (WB-42A) from ± 6.0 acres to ± 7.0 acres. The request also includes a Rezone to change the zoning designation of Parcel 2 (WB-42B) from Community Commercial (CC) to Small Lot Residential/Development Standards (RS/DS) and a General Plan Amendment and Specific Plan Amendment to change the land use from Community Commercial (CC) to Medium Density Residential (MDR). A Tentative Subdivision Map is included for Parcel 2 for a 53-unit subdivision and an Amendment to the Westbrook Development Agreement to reflect the proposed land use changes.
Project Applicant:	Westpark SV 400, LLC Contact: John Tallman
Property Owner:	Westpark SV 400, LLC
Lead Agency Contact:	Sean Morales, Associate Planner, (916) 774-5282

CEQA Guidelines sections 15162 through 15164 deal with what is often called “subsequent review” under the California Environmental Quality Act (CEQA). These sections are based on statutory language found in Public Resources Code section 21166. CEQA Guidelines section 15162 sets forth the conditions and facts that require a public agency, in considering a proposed project connected to a previously certified Final Environmental Impact Report (EIR), to prepare a so-called “subsequent EIR.” Section 15163, in turn, identifies conditions and facts in which a “supplement to an EIR” may suffice in lieu of a full subsequent EIR. Section 15164, in turn, sets forth the conditions and facts in which neither one of these two documents is necessary, so that an addendum to the previously certified Final EIR may suffice. In general, an addendum to a previously certified Final EIR may be prepared for a project where only minor technical changes or additions are necessary or where none of the conditions calling for the preparation of a subsequent EIR have occurred. Section 15164 also states that an addendum need not be circulated for public review, but can be included in or attached to the certified Final EIR for consideration by the hearing body.

Here, the relevant Final EIR was prepared and certified for the Sierra Vista Specific Plan (SVSP) in 2010. That document combined project-level review for most areas but only program-level review for areas within the so-called Urban Reserve (UR), inclusive of the two parcels on which the proposed SVSP Redesignation and Rezoning project (Project) addressed in this document would be located. Subsequently, however, with the adoption of a Mitigated Negative Declaration (MND) in 2012 (2012 MND), this entire UR area was given General Plan, Specific Plan, and zoning designations anticipating a mix of residential, retail, commercial, public space, and open space uses. Taken together, the programmatic analysis of the UR area in the 2010 Final SVSP EIR and the project-level analysis for the former UR area in the 2012 MND create the practical equivalent of a project-level EIR for the former UR area, matching the project-level analysis for the rest of the SVSP area found in the 2010 Final SVSP EIR.

In *Friends of College of San Mateo Gardens v. San Mateo County Community College Dist.* (2016) 1 Cal.5th 937, 949, the California Supreme Court explained that “[o]nce a project has been subject to environmental review and received approval, [Public Resources Code] section 21166 and CEQA Guidelines section 15162 limit the circumstances under which a subsequent or supplemental EIR must be prepared. These limitations are designed to balance CEQA’s central purpose of promoting consideration of the environmental consequences of public decisions with interests in finality and efficiency.” The subsequent review provisions, accordingly, are “designed to ensure that an agency that proposes changes to a previously approved project “explore[s] environmental impacts *not* considered in the original environmental document” (*id.* at p. 951 [italics added]). “This assumes that at least some of the environmental impacts of the modified project were considered in the original environmental document, such that the original document retains some relevance to the ongoing decision-making process. A decision to proceed under CEQA’s subsequent review provisions must thus necessarily rest on a determination—whether implicit or explicit—that the original environmental document retains some informational value” (*ibid*).

Consistent with these legal principles and CEQA Guidelines provisions governing subsequent review, the City of Roseville (City) prepared the analysis below in order to determine whether any of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR have occurred. For purposes of this analysis the prior EIR under consideration is the 2010 SVSP Final EIR as augmented by the project-level analysis for the former UR areas as set forth in the 2012 MND. For purposes of the subsequent review provisions of the CEQA Guidelines, these two documents are treated as the practical equivalent a single, complete, integrated project-level EIR for the former UR areas, in which the two subject parcels are located. After conducting its analysis in light of the Final EIR and 2012 MND, the City determined that an addendum to that previously certified Final EIR/MND is the appropriate environmental document for the Project, as discussed and demonstrated below. This Addendum appropriately focuses only on those aspects of the Project or its impacts that require additional discussion in light of the environmental analysis already found in the SVSP Final EIR.

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PROJECT DESCRIPTION

Project Location

The project is located in the northern part of the City of Roseville (City) Sierra Vista Specific Plan (SVSP) area, south of Pleasant Grove Boulevard and west of Westbrook Boulevard. The affected area consists of Parcel WB-42, which is made up of two lots and is approximately 14.55 acres in size. The northern parcel will become known as WB-42A and the southern parcel will become known as WB-42B. The site address for WB-42A is 2931 Pleasant Grove Boulevard, Roseville, CA 95747 and the Assessor's Parcel Number is 496-100-098-000. The site address for WB-42B is 1961 Westbrook Boulevard and the Assessor's Parcel Number is 496-100-098-000. See **Figure 1** below and **PC Exhibits** for additional locational maps.

Figure 1: Project Location (SVSP PCL WB-42)



Background and Environmental Setting

The SVSP was approved on May 5, 2010 (file #2007PL-044). An EIR was certified (SVSP EIR) and a Mitigation Monitoring Program (MMRP) was adopted along with the SVSP. At the time, Parcel WB-42 was not yet created and instead was included as part of a larger piece of land within the northwest portion of the plan area known and designated as the Urban Reserve (UR) area. While the majority of the Specific Plan area was analyzed on a project level within the SVSP EIR, the UR area was analyzed mostly at a programmatic level. Subsequently, on June 15, 2012, the UR area was redesignated and rezoned into a mix of residential, retail, commercial, public space, and open space land uses. This action, which included approval of GP and SVSP amendments, a rezone, and a tentative map (file #2011PL-043), created the parcel that is the subject of this document. Prior to taking these planning actions, the City adopted a Mitigated Negative Declaration (MND) that augmented the SVSP EIR and provided any missing project-level CEQA analysis for the UR area (2012 MND). Taken together, the SVSP

EIR and the 2012 MND constitute the totality of the EIR upon which this Addendum is based.¹

Parcel WB-42 is currently designated in the City of Roseville General Plan (GP) and the SVSP as Community Commercial (CC) and zoned for Community Commercial (CC). The parcel is undeveloped. The immediate area surrounding the parcel is developed with single-family homes.

Table 1: Surrounding Land Uses

Location	Zoning	General Plan Land Use	Actual Use of Property
Parcel WB-42	CC	Community Commercial (CC)	Undeveloped
North	RS/DS	Low Density Residential (LDR)	Developed with single-family homes (Parcel W-13)
South	RS/DS	Low Density Residential (LDR)	Developed with single-family homes (Parcel WB-1B)
East	RS/DS	Low Density Residential (LDR) (Age Restricted)	Developed with single-family homes (Parcel WB-5)
West	RS/DS	Low Density Residential (LDR) (Age Restricted)	Developed with single-family homes (Parcel WB-1A)

The Project site as described above is undeveloped but has been previously graded during construction operations related to adjacent and nearby development. It is dominated by relatively flat topography supporting annual grasslands. There are no structures on the properties. No native oak trees or other trees are present on the subject parcel as the area has been rough graded in the past and maintained.

Proposed Project

The project would redesignate a portion of Parcel WB-42 from Community Commercial to Medium Density Residential through a GP amendment and rezone a portion of it from CC (Community Commercial) to RS/DS (Small Lot with Development Standards) and create a Small Lot Tentative Subdivision Map with 53 medium-density residential lots. The Project includes an amendment to the SVSP to reflect these changes (see **PC Exhibit C** for Amended Sierra Vista Specific Plan).

This action will require the following approvals and entitlements:

- Consideration of the Addendum together with the Final EIR for the SVSP (inclusive of the 2012 MND)
- GP Amendment for SVSP Parcel WB-42B from Community Commercial to Medium Density Residential
- Rezoning for SVSP Parcel WB-42B from CC to RS/DS
- Amendments to SVSP:
 - Change Parcel WB-42B from Community Commercial to Medium Density Residential and revise the SVSP Land Use Map
 - Revise text regarding Parcel WB-42B to include the zoning change and the 53 units
- Amendment to the Westbrook Development Agreement

¹ The SVSP Final EIR serves as the primary source of information from which this Addendum derives its analysis and conclusions, with reliance on the 2012 MND as necessary. The environmental impacts assessed in this document were considered in detail in the SVSP Final EIR and were addressed in numerous mitigation measures that apply to the proposed project. The SVSP FEIR, therefore, retains substantial relevancy and informational value to this action. (See *Friends of College of San Mateo Gardens v. San Mateo County Community College Dist.* (2016) 1 Cal.5th 937, 951).² Although the older checklist could be used for this Addendum because of the date of publication of the original EIR, the updated checklist is used instead as part of a good-faith effort to provide the most up-to-date information to decisionmakers and the public (Public Resources Code Section 21002.1(e); CEQA Guidelines Sections 15002(a)(1), 15003(c)).

- Small Lot Tentative Subdivision Map for SVSP Parcel WB-42B including 53 medium-density residential lots.
- Lot Line Adjustment for the large lot parcel to modify the parcel sizes

PURPOSE AND SCOPE OF ADDENDUM

Basis for Addendum

This Addendum has been prepared pursuant to CEQA Guidelines Section 15164. As explained earlier, an addendum is an appropriate subsequent review document EIR when some changes to a project are necessary, but those changes do not create new or increased significant environmental impacts that warrant major revisions to the previously certified Final EIR (CEQA Guidelines Sections 15162(a), 15164(a); see *Friends of College of San Mateo Gardens v. San Mateo County Community College Dist.* (2016) 1 Cal.5th 937, 946; *Save Our Heritage Organization v. City of San Diego* (2018) 28 Cal.App.5th 656, 668). Also, an addendum is appropriate when circumstances surrounding a project have not substantially changed and when no new information of substantial importance has been uncovered that indicates the project would create new significant impacts or increase the severity of the previously identified significant impacts; see discussion immediately below (CEQA Guidelines Sections 15162(a), 15164(a)).

Notably, in assessing whether a proposed project change is eligible for an addendum, public agencies may account for mitigation measures to which an applicant has agreed (see, e.g., *River Valley Preservation Project v. Metropolitan Transit Development Bd.* (1995) 37 Cal.App.4th 154, 168 [“even a substantial increase in the severity of an environmental impact does not require ... the preparation of an SEIR if mitigation measures are adopted which reduce the impact to a level of insignificance”]; *Citizens Against Airport Pollution v. City of San Jose* (2014) 227 Cal.App.4th 788, 809-811 [“[t]o offset the loss of four acres of burrowing owl habitat, the eight[h] addendum includes a number of mitigation measures”]; and *Snarled Traffic Obstructs Progress v. City and County of San Francisco* (1999) 74 Cal.App.4th 793, 802 [discusses mitigation required in connection with addendum]). The addition of new mitigation measures triggers the need for a subsequent EIR or a supplement to an EIR only in two circumstances. Under the first, measures “previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure” (CEQA Guidelines Section 15162(a)(1)(3)(C)). Under the second circumstance, measures “considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure” (*id.* at Section 15162(a)(1)(3)(D)). Under both circumstances, an applicant’s agreement to the mitigation measures in question preserves the project’s eligibility for an addendum. Where there are new or revised regulatory standards, new technology and modern data, and/or updated best practices, mitigation measures may be updated in an addendum from those approved in the certified Final EIR and approved mitigation monitoring and reporting program (MMRP) without triggering the need for a subsequent EIR (see, e.g., *Mani Brothers Real Estate Group v. City of Los Angeles* (2007) 153 Cal.App.4th 1385, 1403 [“[m]itigation measures adopted when a project is approved may be changed or deleted if the agency states a legitimate reason for making the changes and the reason is supported by substantial evidence”]; *Napa Citizens for Honest Government v. Napa County Bd. of Supervisors* (2001) 91 Cal.App.4th 342, 359).

Substantial evidence presented in this Addendum demonstrates that the Project, described above and analyzed below, does not create any new significant impacts or increase the severity of previously identified significant impacts in the SVSP EIR (inclusive of the 2012 MND). Nor are there any new circumstances or new information that would create such impacts or require more robust analysis (CEQA Guidelines Section 15162(a)). All of the impacts of the Project were examined in the applicable prior CEQA documents. Therefore, an addendum is the appropriate CEQA document, and a subsequent or supplemental EIR is not warranted (CEQA Guidelines Section 15164(e)).

Significant and Unavoidable Impact Conclusions in the Previous EIR

The SVSP EIR identified the following impacts as significant and unavoidable at full buildout:

- Conversion of agricultural land to developed uses
- Inducement of substantial population growth
- Increased traffic on City of Roseville roadways
- Increased traffic on State Highways, including Interstate 80
- Increased traffic on Placer County roadways
- Increased emissions of fugitive dust and PM10 from grading and trenching activities (short term)
- Increased emissions of ozone precursors during construction (short-term)
- Increased emissions of air pollutants during operation
- Loss of oak trees of greater than 6 inches diameter breast height (dbh) (short-term)
- Removal of historically significant properties and/or loss of historic integrity of such resources
- Increased demand for solid waste services at the Western Regional Sanitary Landfill
- Increased demand for solid waste services at the Materials Recovery Facility (MRF)
- Construction debris demand for solid waste services
- Alteration of the visual character of the site and vicinity
- New sources of light and glare

The SVSP EIR also identified the following cumulative impacts as significant and unavoidable at full buildout:

- Agricultural land conversion
- Air pollutant emissions from construction
- Air pollutant emissions from operation
- Contribution to greenhouse gas emissions/global warming
- Onsite noise levels that exceed City standards
- Offsite noise levels that exceed City standards
- Traffic impacts to Roseville, Placer County, Sacramento County, Sutter County and State facilities
- Increased demand for water
- Increased demand for recycled water distribution system
- Increased generation of solid waste
- Change in visual character

City Council adopted a Statement of Overriding Considerations for these impacts when it certified the SVSP EIR.

ENVIRONMENTAL DOCUMENTS RELIED UPON

- Sierra Vista Specific Plan EIR, certified May 5, 2010 (SCH# 2008032115)

The SVSP EIR was certified by City Council on May 5, 2010. The analysis within this Addendum relies mostly on the SVSP EIR (inclusive of the Westbrook Specific Plan Amendment to Sierra Vista Specific Plan MND, listed below), with minor supplements or technical updates where appropriate, and attached hereto. As demonstrated in the environmental checklist below, the project's impacts remain the same as or lesser than the impacts described in the SVSP EIR because the project presents the same uses and use types envisioned and analyzed for the entirety of the SVSP area. In the case of the change from a community commercial designation to a residential designation, the footprint-related impacts would be no different. The 2010 SVSP EIR is available for review at the Civic Center, 311 Vernon Street, Roseville, CA or online at https://www.roseville.ca.us/government/departments/development_services/planning/specific_plans_planning_areas/sierra_vista_specific_plan.

- Westbrook Specific Plan Amendment to Sierra Vista Specific Plan MND, adopted June 15, 2012 (SCH# 2008032115)

The SVSP was amended in 2012 to redesignate and rezone the Urban Reserve (UR) area. As a result, this 2012 MND was prepared and adopted by City Council on June 15, 2012. The analysis within this Addendum relies mostly on the SVSP EIR but references this MND are included, where applicable. The MND is available for review at the Civic Center, 311 Vernon Street, Roseville, CA or online at https://www.roseville.ca.us/government/departments/development_services/planning/specific_plans_planning_areas/sierra_vista_specific_plan.

- 2035 General Plan Update EIR, certified August 5, 2020 (SCH# 2019080418)

The *2035 General Plan Update EIR* (GP EIR) updated all Citywide analyses, including for vehicle miles traveled, greenhouse gas emissions, water supply, water treatment, wastewater treatment, and waste disposal. When applicable, the topical sections within the checklist summarize the findings within the GP EIR. The GP EIR is available for review at the Civic Center, 311 Vernon Street, Roseville, CA or online at https://www.roseville.ca.us/government/departments/development_services/planning/general_plan_development_guidelines.

EXPLANATION OF ENVIRONMENTAL CHECKLIST

The purpose of this environmental checklist is to conduct subsequent environmental review for the proposed changes to the SVSP pursuant to CEQA Guidelines sections 15162, 15163, and 15164. This checklist evaluates the environmental resources in terms of any “changed condition” (i.e., changed circumstances, project changes, or new information of substantial importance) that may result in a changed environmental result. A “no” answer in one of the checklist boxes does not necessarily mean there are no potential impacts relative to the environmental category, but that there is no change in the condition or status of the impact since it was analyzed and addressed in prior environmental documents.

Checklist Evaluation Categories

Where Was Impact Analyzed in Prior EIR?

This column provides a cross-reference to the pages of the prior environmental documents where information and analysis may be found relative to the environmental issue listed under each topic.

Any New Significant Impacts or Substantially More Severe Impacts?

Pursuant to Section 15162(a)(1) of the CEQA Guidelines, this column indicates whether the changes represented by the current Project will result in new significant impacts that have not already been considered and mitigated by the prior environmental review documents and related approvals or will result in a substantial increase in the severity of a previously identified impact.

Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?

Pursuant to Section 15162(a)(2) of the CEQA Guidelines, this column indicates whether there have been changes to the Project site or the vicinity (circumstances under which the Project is undertaken) that have occurred subsequent to the certification of prior environmental documents, which would result in the current Project having new significant environmental impacts that were not considered in the prior environmental documents or that substantially increase the severity of a previously identified impact.

Since certification of the previous EIR, there have been five amendments to the SVSP with five accompanying addenda to its EIR. Each amendment was found to be within the scope of the environmental impact conclusions presented in the SVSP EIR, and no mitigation measures required updating or revisions. Thus, although some circumstances have changed within the vicinity of the Project site, those changes did not result in new significant environmental impacts that were not considered in the SVSP EIR. Nor did they substantially increase the severity

of a previously identified impact. Further, no new projects or other development beyond those contemplated in the SVSP EIR or GP EIR have been approved or proposed within the vicinity of the Project site that could impact or increase the project's environmental effects. As a result, all boxes in this column in the checklist below are marked "No."

Any New Information Requiring New Analysis or Verification?

Pursuant to Section 15162(a)(3)(A–D) of the CEQA Guidelines, this column indicates whether new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental documents were certified is available requiring an update to the analysis of the previous environmental documents to verify that the environmental conclusions and mitigation measures remain valid. Either "yes" or "no" will be answered to indicate whether there is new information showing that: (A) the Project will have one or more significant effects not discussed in the prior environmental documents; (B) that significant effects previously examined will be substantially more severe than shown in the prior environmental documents; (C) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the project proponents decline to adopt the mitigation measure or alternative; or (D) that mitigation measures or alternatives that are considerably different from those analyzed in the prior environmental documents would substantially reduce one or more significant effects on the environment, but the Project proponents decline to adopt the mitigation measure or alternative. If "no," then no additional environmental documentation (supplemental or subsequent EIR) is required.

Since certification of the prior EIR, the Appendix G Checklist in the CEQA Guidelines has been updated, effective early 2019.² This updated checklist material is not considered "new information" as defined in CEQA Guidelines Section 15162(a)(3), as it does not constitute any change in governing law or any new facts showing the existence of new significant effects or substantially more severe significant effects. Moreover, as demonstrated below, none of the updates to the Appendix G Checklist require new analysis related to impacts that were not known or that could not have been known at the time the SVSP EIR was prepared. Nor is the City aware of any new information of substantial importance that shows that mitigation measures or alternatives previously found to be infeasible would actually now be feasible and would substantially reduce one or more significant effects of the Project or that mitigation measures or alternatives considerably different from those analyzed in the previously certified CEQA documents would substantially reduce one or more significant effects. Moreover, the City is not aware of any other new information not already included in this document that might bear relevance on the Project's CEQA analysis. As a result, all boxes in this column in the checklist below are marked "No."

Any Mitigation Measures?

Pursuant to Section 15162(a)(3) of the CEQA Guidelines, this column indicates whether the prior environmental documents provide mitigation measures (MMs) to address effects in the related impact category. In some cases, the MMs have already been implemented. A "Yes" response will be provided in any instance where mitigation was included, regardless of whether the mitigation has been completed at this time or whether it would apply to development on the Project site. If "No" is indicated, this environmental analysis concludes a significant impact does not occur with this project, no mitigation was previously included, and no mitigation is needed.

Discussion of Checklist Answers

A discussion is provided under each environmental category in order to clarify the answers. The discussion provides information about the particular environmental issue and how the Project relates to the issue. The discussion also provides details on applicable mitigation measures from the prior EIR and their status, denoting the ones that require ongoing or future implementation and that would be required for development on the Project

² Although the older checklist could be used for this Addendum because of the date of publication of the original EIR, the updated checklist is used instead as part of a good-faith effort to provide the most up-to-date information to decisionmakers and the public (Public Resources Code Section 21002.1(e); CEQA Guidelines Sections 15002(a)(1), 15003(c)).

site. Mitigation measures that are either not relevant to the Project because they pertain to a different area or land use or have already been implemented are not discussed. Each discussion section also contains an ultimate conclusion, including whether the City can conclude that the Project does not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the prior CEQA documents.

ENVIRONMENTAL CHECKLIST

I. Aesthetics

For the environmental setting, refer to Section 4.14.2 of the SVSP EIR. Except as provided in Public Resources Code Section 21099(d) (applicable only to specific types of infill projects within transit priority areas), would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Have a substantial adverse effect on a scenic vista?	SVSP EIR Impact 4.14-3	No	No	No	No
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings, within a state scenic highway?	Same	No	No	No	No
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 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?	SVSP EIR Impact 4.14-1	No	No	No	No
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	SVSP EIR Impact 4.14-2	No	No	No	Yes

Discussion of Checklist Answers:

Aesthetic resources were adequately addressed in the SVSP EIR (inclusive of the 2012 MND). All aesthetic impacts were identified as significant and unavoidable. There is no change in the Project significant enough so as to alter the environmental impact conclusions for this issue. The proposed density and land use changes do not introduce development to properties not already planned for development. The proposed uses are substantially consistent with the buildout assumptions for the SVSP and would not increase the severity of already identified aesthetic significant impacts (see 2012 MND, p. 11). Indeed, impacts related to light and glare from the previously approved commercial development on Parcel WB-42 onto adjacent open space (Impact 4.14-2) would be reduced by its conversion to residential use.

The Project has been evaluated for compliance with the City's Community Design Guidelines (CDG) and the design guidelines established in the SVSP. As they relate to aesthetics, these standards ensure the high-quality design and architectural character of any buildings developed as well as minimum landscaping standards. As it relates to light and glare, mitigation would ensure that outdoor lighting would not significantly impact the adjacent open space area to the north. Also, lighting is conditioned to comply with the CDG to limit the height of light standards and also require cut-off lenses and glare shields to minimize light and glare impacts. Thus, the impacts of the Project fall within the scope of the impacts already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: None.

Conclusion: As described above, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding aesthetic resources.

II. Agricultural & Forestry Resources

For the environmental setting, refer to Section 4.1.2 of the SVSP EIR. Would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
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? (V.1b-DEIR volume)	SVSP EIR Impact 4.1-5	No	No	No	Yes
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	SVSP EIR Impact 4.1-3	No	No	No	Yes

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))?	N/A	No	No	No	No
d) Result in the loss of forest land or conversion of forest land to non-forest use?	N/A	No	No	No	No
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?	N/A	No	No	No	No

Discussion of Checklist Answers:

Agricultural resources were adequately addressed in the SVSP EIR (inclusive of the 2012 MND); there are no forest resources within the SVSP area. There is no element of the Project that would change the environmental impact for this section—the Project site will still be fully developed. The SVSP EIR concluded that development of the SVSP area would convert fallow grazing land to urbanized development. The Project will result in the same impact, as it falls within the planned development footprint of the SVSP. The Project site is not used for agricultural purposes, does not include agricultural zoning, is not within or adjacent to one of the areas of the City that has been 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. Although in the past, portions on or near the Project site were classified as “Farmland of Local Importance,” that classification changed once the site was redesignated and rezoned in 2012 (see 2012 MND, p. 12). Thus, the impacts of the Project fall within the scope of the impacts and mitigation already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: The following MM is applicable to the Project regarding agriculture and forestry resources.

- SVSP EIR MM 4.1-2. Agricultural Conversion Policies

Conclusion: As described above and with implementation of the applicable mitigation measure, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding agricultural and forestry resources.

III. Air Quality

For the environmental setting, refer to Section 4.4.2 of the SVSP EIR. Would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Conflict with or obstruct implementation of the applicable air quality plan?	SVSP EIR Impacts 4.4-1 to 4.4-4, 4.4-5	No	No	No	Yes
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	Same	No	No	No	Yes
c) Expose sensitive receptors to substantial pollutant concentrations?	SVSP EIR Impact 4.4-4	No	No	No	Yes
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?	SVSP EIR Impact 4.4-6	No	No	No	No

Discussion of Checklist Answers:

Air quality was adequately addressed in the SVSP EIR (inclusive of the 2012 MND). For construction, the SVSP EIR concluded that standard dust control and other construction measures would be sufficient to avoid particulate matter and ozone precursor construction impacts, but that reactive organic gases would remain significant. However, all construction-related impacts could be mitigated to less than significant levels (see 2012 MND, p. 15). Construction activity associated with the Project remain consistent with the scale of activity and resulting scope of impacts analyzed in the SVSP EIR (inclusive of the 2012 MND). For operation, the Project changes the balance of land uses in the area from the approved changes made in 2012, but not in a manner that would increase emissions. Indeed, the proposed redesignation and rezoning of Parcel WB-42B from commercial to residential would substantially reduce the anticipated traffic trips generated by the development, as well as reduce projected vehicle miles travelled (VMT) (see XVII. Transportation/Traffic), which would in turn reduce operational air emissions for the SVSP area related to vehicle use. Furthermore, any impacts associated with odor would be reduced with the decrease in commercial development because commercial development has the potential to produce some objectionable odors whereas residential development rarely does (see GP EIR, p. 4.4-50). Thus, the impacts of the Project fall within the scope of the impacts and mitigation already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: The following MMs are applicable to the Project regarding air quality impacts.

- SVSP EIR MM 4.4-1. Dust and Construction Control Policies;
- SVSP EIR MM 4.5-1. Reduction of Operational Emissions

Conclusion: As described above and with implementation of the applicable mitigation measures, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding air quality.

IV. Biological Resources

For the environmental setting, refer to Section 4.8.2 of the SVSP EIR. Would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
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 Wildlife or U.S. Fish and Wildlife Service?	SVSP EIR Impacts 4.8-2, 4.8-3 to 4.8-6, 4.8-11, 4.8-13 to 4.8-17	No	No	No	Yes
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	SVSP EIR Impacts 4.8-2, 4.8-4 to 4.8-7, 4.8-10, 4.8-11, 4.8-13 to 4.8-17	No	No	No	Yes
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?	SVSP EIR Impacts 4.8-1 to 4.8-2, 4.8-11	No	No	No	Yes
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with	SVSP EIR Impact 4.8-8	No	No	No	Yes

established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?					
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	SVSP EIR Impact 4.8-9	No	No	No	No
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?	SVSP EIR Impact 4.8-12	No	No	No	No

Discussion of Checklist Answers:

Biological Resources were adequately addressed in the SVSP EIR (inclusive of the 2012 MND). Mitigation measures were adopted to reduce impacts to wetlands, vernal pool species, Swainson's hawk, burrowing owl, and other protected raptors nesting and foraging habitat to less-than-significant levels. No wetlands or water features exist on the Project site, although some exist on parcels near the site (see 2012 MND, p. 19). Further, the site is devoid of trees or other natural features. It is primarily populated by non-native annual grasses, and the ground has undergone significant disturbance, likely as a result of nearby roadway and parcel development. However, the site does retain some potential to host special-status species. There are no differences between the Project and the approved SVSP that are significant enough to change the environmental impact conclusions for this section. The Project site was already planned for full development, and that will not change (see 2012 MND, p. 19). Further, the subject property, as part of a larger development area, has received a Biological Opinion from the U.S. Fish and Wildlife Service and Section 404 permit from the U.S. Army Corps of Engineers, as well as Section 401 certification from the State. Moreover, the Applicant has purchased the required compensatory mitigation. Thus, the impacts of the Project fall within the scope of the impacts and mitigation already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: The following MMs are applicable to the Project regarding biological resources impacts.

- SVSP EIR MM 4.8-3. Avoid Nesting Sites
- SVSP EIR MM 4.8-4. Onsite and Offsite Grassland Preservation
- SVSP EIR MM 4.8-5. Wildlife Movement Protection Policies
- SVSP EIR MM 4.8-7. Offsite Surveys
- SVSP EIR MM 4.14-3. Avoid Light Spillover in Open Space Areas

Conclusion: As described above and with implementation of the applicable mitigation measures, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding biological resources.

V. Cultural Resources

For the environmental setting, refer to Section 4.9.2 of the SVSP EIR. Would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in Section 15064.5?	SVSP EIR Impacts 4.9-1 to 4.9-2, 4.9-4	No	No	No	Yes
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	SVSP EIR Impacts 4.9-1, 4.9-4	No	No	No	Yes
c) Disturb any human remains, including those interred outside of formal cemeteries?	Same	No	No	No	Yes

Discussion of Checklist Answers:

Cultural resources were adequately addressed in the SVSP EIR (inclusive of the 2012 MND). The SVSP EIR found that no known cultural resources exist on the Project site (see also 2012 MND, p. 22). The SVSP then discussed the potential for subsurface remains or deposits to be found during onsite or offsite construction, and included mitigation measures requiring a cessation of work should any item of cultural interest be found. The mitigation was found to render potential impacts less than significant. The Project would result in the same impact, and the mitigation remains applicable to the Project. Thus, the impacts of the Project fall within the scope of the impacts and mitigation already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: The following MM is applicable to the Project regarding cultural resources impacts.

- SVSP EIR MM 4.9-1. Cease Work and Consult with Qualified Archaeologist

Conclusion: As described above and with implementation of the applicable mitigation measure, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding cultural resources.

VI. Energy

For the environmental setting, refer to Section 4.12.5.2 of the SVSP EIR. Would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	SVSP EIR Impacts 4.12.5-1 to 4.12.5-2	No	No	No	No
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	Same	No	No	No	No

Discussion of Checklist Answers:

Energy was adequately addressed in the SVSP EIR (inclusive of the 2012 MND). Electricity in the area is provided by Roseville Electric and natural gas is provided by Pacific Gas & Electric (PG&E). The SVSP EIR concluded that development and implementation of the SVSP would add land uses that would increase the demand for electrical services. However, Roseville Electric determined there were no constraints to providing a reliable energy source to serve the development proposed in the SVSP area. Impacts 4.12-5.1 and 4.12-5-2 in the SVSP EIR evaluated the potential for development of the SVSP to increase demands for electricity and natural gas and found these impacts to be less than significant.

The Project would consume energy both during construction and operation, but consumption would be within the scope originally considered in the SVSP EIR (inclusive of the 2012 MND) because both parcels are planned for full development and will remain planned for full development. 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. These include, to name a few, standards for water and space heating and cooling equipment; insulation for doors, pipes, walls, and ceilings; and appliances. 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 SVSP was distributed to both PG&E and Roseville Electric for comments prior to its publication, and was found to conform to the standards of both providers; thus, energy supplies are available to serve the Project. The Project will not result in inefficient, wasteful, or unnecessary consumption of energy. Nor would it conflict with or obstruct State or local plans for renewable energy or energy efficiency, especially in consideration of

efficiency requirements in SVSP EIR MM 4.5-2 (discussed below). Moreover, the substantial reduction in operational traffic trips from the redesignation and rezoning of Parcel WB-42 from commercial to residential would in turn reduce the localized consumption of fossil fuels, which is the “largest energy consuming sector in California” (GP EIR, p. 4.15-12; see XVI. Transportation/Traffic for more detail). Thus, the impacts of the Project fall within the scope of the impacts already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: No MMs are applicable to the Project regarding impacts to energy resources because no significant impacts exist; however, the following MM is included as a means to further reduce energy usage.

- SVSP EIR MM 4.5-2. Additional Measures to Reduce GHG Emissions (Provisions relating to Energy and Water Efficiency)

Conclusion: As described above, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Additionally, implementation of SVSP EIR MM 4.5.2, Additional Measures to Reduce GHG Emissions (Provisions relating to Energy and Water Efficiency), would further reduce energy usage by the Project. Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding energy.

VII. Geology and Soils

For the environmental setting, refer to Section 4.7.2 (and 4.9.2 for paleontological resources) of the SVSP EIR. Would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	SVSP EIR Impact 4.7-4	No	No	No	No
ii. Strong seismic ground shaking? iii. Seismic-related ground failure, including liquefaction?	SVSP EIR Impact 4.7-4	No	No	No	No

iv. Landslides?					
b) Result in substantial soil erosion or the loss of topsoil?	SVSP EIR Impacts 4.7-1, 4.7-3	No	No	No	No
c) Be located on a geologic 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?	SVSP EIR Impact 4.7-2	No	No	No	No
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?	SVSP EIR Impact 4.7-2	No	No	No	No
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?	N/A	N/A	N/A	N/A	N/A
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	SVSP EIR Impact 4.9-3	No	No	No	Yes

Discussion of Checklist Answers:

Geology and soils were adequately addressed in the SVSP EIR (inclusive of the 2012 MND). The SVSP EIR concluded that there would be no impacts to or around the Project site associated with seismic activity, landslides, or soils, and no impact related to septic tanks or alternative wastewater disposal systems, as neither are planned for the SVSP area (see 2012 MND, p. 24). The SVSP did find a potential impact related to the discovery of subsurface paleontological resources during onsite or offsite construction, and included a mitigation measure requiring a cessation of work and review should any such item be found. The mitigation was found to render potential impacts less than significant. These same conclusions would apply to the Project, especially given that they are site-specific and not specific to any particular land use. Further, site development would require a grading permit that would be reviewed for compliance with the City standards to ensure erosion control measures were implemented (see 2012 MND, pp. 23 to 24). Thus, the impacts of the Project fall within the scope of the impacts and mitigation already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: The following MMs are applicable to the Project regarding impacts associated with geology and soils.

- SVSP EIR MM 4.9-3. Cease Work Until Review conducted by Qualified Paleontologist and Recommendations Implemented

Conclusion: As described above and with implementation of the applicable mitigation measure, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding geology and soils.

VIII. Greenhouse Gases

For the environmental setting, refer to Section 4.5.2 of the SVSP EIR. Would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	SVSP EIR Impacts 4.5-1 to 4.5-2	No	No	No	Yes
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	SVSP EIR Impact 4.5-1	No	No	No	Yes

Discussion of Checklist Answers:

Greenhouse gas (GHG) emissions were adequately addressed in the SVSP EIR (inclusive of the 2012 MND). The SVSP EIR concluded that buildout of the Project area would cause significant and unavoidable impacts with respect to GHG emissions. Mitigation measures were adopted to reduce the Project’s GHG emissions and resultant impacts, but they still remain significant and unavoidable (see 2012 MND, p. 17). Construction activity associated with the Project remains consistent with the scale of activity and resulting scope of impacts anticipated in the SVSP EIR (inclusive of the 2012 MND). For operational impacts, while the Project proposes changes to the balance of land uses in the area from the approved changes made in 2012, it does not do so in a manner that would increase emissions. Indeed, the proposed redesignation and rezoning of Parcel WB-42 from commercial to residential would substantially reduce the anticipated traffic trips generated by the development as well as reduce projected vehicle miles travelled (VMT) (see XVII. Transportation/Traffic), which would in turn substantially reduce GHG emissions for the Project site related to vehicle use (mobile emissions are the number one source of GHG emissions [see GP EIR, p. 4.5-20]). GHG emissions, from both the construction and operational phases, would result in impacts consistent with or lesser than those analyzed in the SVSP EIR. Thus, the impacts of the Project fall within the scope of the impacts and mitigation already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: The following MMs are applicable to the Project regarding GHGs.

- SVSP EIR MM 4.4-1. Dust and Construction Control Policies
- SVSP EIR MM 4.5-1. Reduction of Operational Emissions

- SVSP EIR MM 4.5-2. Additional Measures to Reduce GHG Emissions

Conclusion: As described above and with implementation of the applicable mitigation measures, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding GHGs.

IX. Hazards and Hazardous Materials

For the environmental setting, refer to Section 4.10.2 of the SVSP EIR. Would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	SVSP EIR Impact 4.10-1	No	No	No	No
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	SVSP EIR Impacts 4.10-3 to 4.10-7	No	No	No	Yes
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ miles of an existing or proposed school?	SVSP EIR Impact 4.10-1	No	No	No	No
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?	SVSP EIR Impact 4.10-5	No	No	No	Yes
e) For a project located within an airport land use plan or, where such a plan has not been adopted,	N/A	N/A	N/A	N/A	N/A

within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?					
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	SVSP EIR Impact 4.10-2	No	No	No	No
g) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	N/A	N/A	N/A	N/A	N/A

Discussion of Checklist Answers:

Hazards or hazardous materials were adequately addressed in the SVSP EIR (inclusive of the 2012 MND). The SVSP EIR concluded that all potentially significant impacts resulting from hazards or hazardous materials associated with the SVSP could be mitigated to less-than-significant levels. The same standard construction activities, which involve the use of hazardous materials such as fuels, oils, lubricants, glues, paints and paint thinners, soaps, bleach, and solvents, that were analyzed in the SVSP apply to the Project. The same is true of the use of the same common household materials that were discussed as part of SVSP operation. Further, the Project site is not located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. The SVSP EIR analysis also found that there would be sufficient emergency services and facilities to serve the Project area, and that the area was not located within an airport land use plan or other aviation hazard area. These conclusions still fit for the Project, which occurs within the same development footprint.

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. Moreover, the Project site is not near any wildlands; therefore, risks associated with wildland fires are not applicable (see Section XX. Wildfire). The Project site is located in an area that has been used for agricultural purposes, which could have involved the use of pesticides and/or herbicides, but mitigation ensures any impacts resulting from these prior uses would remain less than significant (see 2012 MND, p. 25). The proposed uses are substantially consistent with SVSP buildout assumptions. Thus, the impacts of the Project fall within the scope of the impacts and mitigation already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: The following MM is applicable to the Project regarding hazards and hazardous materials.

- SVSP EIR MM 4.10-1. Identify and Remediate Soil Contamination

Conclusion: As described above and with implementation of the applicable mitigation measure, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding hazards and hazardous material.

X. Hydrology and Water Quality

For the environmental setting, refer to Section 4.13.2 (and Section 4.12.1.2 for groundwater) of the SVSP EIR. Would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	SVSP EIR Impact 4.13-5	No	No	No	Yes
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	SVSP EIR Impacts 4.12.1-2, 4.12.1-6 to 4.12.1-7	No	No	No	No
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:	SVSP EIR Impact 4.13-4	No	No	No	Yes
i) Result in substantial erosion or siltation on- or off-site;					
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; or	SVSP EIR Impacts 4.13-2 to 4.13-3	No	No	No	Yes
iii) Create or contribute	SVSP EIR	No	No	No	Yes

runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff,	Impact 4.13-1				
d) In flood hazard, tsunami or seiche zones, risk release of pollutants due to project inundation?	N/A	N/A	N/A	N/A	N/A
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	N/A	No	No	No	No

Discussion of Checklist Answers:

Hydrology and water quality were adequately addressed in the SVSP EIR (inclusive of the 2012 MND). The SVSP EIR concluded that all potentially significant impacts to hydrology and water quality associated with the SVSP could be mitigated to less-than-significant levels. A Drainage and Stormwater Master Plan was prepared and approved by the City as part of the SVSP EIR. As noted in the EIR, the Plan demonstrated that the increases in impervious surfaces being caused by buildout of the SVSP would be offset by proposed drainage facilities and stormwater improvements. Further, no development would occur within the 100-year floodplain area, and consistency with existing City regulations would ensure that all homes would be elevated at least two feet above the 100-year water surface elevation. With regard to stormwater quality, the SVSP EIR noted that there are existing programs, regulations, and permits in place to ensure that all development would not have significant effects related to water pollution from construction or operation, though a mitigation measure is included to require compliance with these regulations. The Project would be subject to all adopted City standards and programs as well as applicable state standards that require the preparation of a Storm Water Pollution Prevention Plan (SWPPP) prior to grading activities (see 2012 MND, p. 28). The SVSP area is largely flat and is not near any large water bodies or dams/levees, so would not be subject to losses due to dam/levee failure, seiche, tsunami, or mudflow. The Project falls within the development footprint of the SVSP, and, although some infrastructure modifications will need to be made to accommodate the change in land use on Parcel WB-42, the drainage modifications would not result in any changes to the scope or scale of impacts. Stormwater quality evaluations conducted for the Project site support this assessment (see the Drainage and Stormwater Master Plan for Westbrook prepared for the 2010 Westbrook Specific Plan Amendment to the Sierra Vista Specific Plan (File #2011PL-043). Preliminary Stormwater Quality Evaluation for Parcel WB-42 by the City's Engineering Division did not determine any significant impacts to drainage associated with the project. The Engineering Division determined that stormwater treatment for the site has been addressed with existing drainage basin. Also note that the West Placer Groundwater Sustainability Agency, which is the governing groundwater sustainability agency for the region, has not yet finalized and adopted a sustainable groundwater management plan; therefore, there can be no conflict with such a sustainable groundwater management plan, pursuant to checklist item e. Thus, the impacts of the Project fall within the scope of the impacts and mitigation already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: The following MMs are applicable to the Project regarding hydrology and water quality.

- SVSP EIR WMM 4.12-2. Pay fair share of Roseville Regional Stormwater Retention Facility improvements

- SVSP EIR MM 4.13-1. Implementation of Construction Activity Stormwater Protection Standards

Conclusion: As described above and with implementation of the applicable mitigation measure, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding hydrology and water quality.

XI. Land Use and Planning

For the environmental setting, refer to Section 4.1.2 of the SVSP EIR. Would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Physically divide an established community?	SVSP EIR Impact 4.1-2	No	No	No	Yes
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?	SVSP EIR Impact 4.1-1 and 4.1-4	No	No	No	No

Discussion of Checklist Answers:

Land use and planning were adequately addressed in the SVSP EIR (inclusive of the 2012 MND). The SVSP EIR concluded that there were some potential land use incompatibilities, but that these could be addressed by a mix of mitigation and compliance with the City Noise Ordinance and Grading Ordinance. Land use issues discussed and addressed included noise from McClellan overflights, agricultural uses in Placer County next to urban uses in the SVSP, construction noise, and commercial land use noise. The overflight noise is a potential nuisance discussion requiring disclosure to future purchasers within the Project site area; however, SVSP is outside an airport land use compatibility planning area for any nearby airport. and noise impacts from aircraft overflights to a project and its future residents outside an airport land use compatibility planning area is not a CEQA issue (see GP EIR, p. 4.6-47; see also 2012 MND, p. 33). Nevertheless, noise volumes do not exceed standards. It was concluded that the SVSP would not physically divide an established community and that it did not conflict with any land use policies or regulations. The EIR concluded that all impacts of the SVSP related to land use and planning could be reduced to less-than-significant levels with mitigation.

The Project involves the same use types within the same development footprint, and therefore the conclusions of SVSP EIR remain applicable to the Project. The Project site area has been planned for development, including adequate roads, pedestrian paths, and bicycle paths to provide connections within the community (see SVSP,

Chapter 6 [Circulation Plan];³ see also GP Circulation Element⁴). The Project involves frontage improvements including new driveways, sidewalks, and pedestrian connections. As such, the Project will not physically divide an established community. Indeed, the conversion of Parcel WB-42 from commercial to residential better aligns with the approved surrounding uses, which are primarily residential. Thus, the impacts of the Project fall within the scope of the impacts and mitigation already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: The following MM is applicable to the Project regarding impacts associated with land use; other mitigation in the SVSP required for land use impacts applies to future commercial development only and is therefore not applicable to the Project.

- SVSP EIR WMM 4.1-2. Policies to Minimize Agricultural Impacts
- SVSP EIR MM 4.6-1. Construction Noise Reduction

Conclusion: As described above and with implementation of the applicable mitigation measure, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding land use and planning.

XII. Mineral Resources

For the environmental setting, refer to Section 4.7.2 of the SVSP EIR. Would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
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?	N/A	N/A	N/A	N/A	N/A
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?	N/A	N/A	N/A	N/A	N/A

³ See SVSP Chapter 6 (Circulation Plan):

https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Specific%20Plans%20&%20Planning%20Areas/Sierra%20Vista/06.%20Circulation.pdf.

⁴ See GP Circulation Element:

https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/General%20Plan/Final%20General%20Plan%202020/03%20Circulation_Final.pdf.

Discussion of Checklist Answers:

The SVSP EIR indicated that there were no significant mineral resources in the area. Therefore, this checklist section does not apply.

XIII. Noise

For the environmental setting, refer to Section 4.6.2 of the SVSP EIR. Would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies?	SVSP EIR Impacts 4.6-1 to 4.6-10	No	No	No	Yes
b) Result in exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?	SVSP EIR Impact 4.6-1	No	No	No	Yes
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?	N/A	N/A	N/A	N/A	N/A

Discussion of Checklist Answers:

Noise was adequately addressed in the SVSP EIR (inclusive of the 2012 MND). The SVSP EIR addressed construction noise, roadway noise, noise from non-residential land uses, and aircraft overflight noise. Overflight noise has been addressed in the Land Use and Planning section of this Addendum. Construction noise in general was discussed, and addressed via mitigation. Noise was determined to be an issue for all of the major roadways in the SVSP area. Mitigation was found to reduce noise volumes to levels within GP standards for some impacts, and so these impacts were found to be less than significant. However, construction noise and the increase in

traffic noise above existing conditions were found to be significant and unavoidable. Project construction and operation should not exceed noise levels anticipated in the SVSP to such a degree that impact conclusions reached in the SVSP EIR would change (see 2012 MND, p. 32). Indeed, with the reduction in traffic associated with WB-42, traffic-related noise should be substantially less than anticipated in the SVSP EIR (see XVII. Transportation/Traffic).

Implementation of existing SVSP EIR mitigation measures would reduce noise volumes to levels within GP standards for the Project. The Project would be designed consistent with the mitigation measures to include six-foot masonry sound walls adjacent to the lots located along major roadways, among other measures, to ensure noise volumes stay within the GP thresholds. Thus, the impacts of the Project fall within the scope of the impacts and mitigation already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: The following MMs are applicable to the Project regarding noise impacts.

- SVSP EIR WMM 4.5-2. Construction Noise Policies
- SVSP EIR WMM 4.5-8. Onsite Traffic Noise Attenuation
- SVSP EIR MM 4.6-1. Construction Noise Reduction

Conclusion: As described above and with implementation of the applicable mitigation measures, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding noise.

XIV. Population and Housing

For the environmental setting, refer to Section 4.2.2 of the SVSP EIR. Would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
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)?	SVSP EIR Impact 4.2-4	No	No	No	No
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	SVSP EIR Impact 4.2-3	No	No	No	No

Discussion of Checklist Answers:

Population and housing were adequately addressed in the SVSP EIR (inclusive of the 2012 MND). The SVSP EIR indicated that the plan would increase the number of housing units above those that had been anticipated in the then-current General Plan, and analyzed the effect on supporting services, infrastructure, and other issues related to environmental impacts. It was concluded that impacts would be significant and unavoidable. The Project further increases number of housing units within the plan area. Notwithstanding, the impact conclusion in the SVSP EIR would not change—it is significant and unavoidable under the currently approved SVSP and will remain significant and unavoidable with the change proposed in this Addendum. The SVSP EIR also indicated that the plan would displace a small number of residences over a 20-year time frame, and therefore the impact would be less than significant. However, the Project site contains zero residences, and therefore its development per the Project would have an even lesser impact in this regard (see 2012 MND, p. 34). Thus, the impacts of the Project fall within the scope of the impacts and mitigation already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: None

Conclusion: As described above, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding population and housing.

XV. Public Services

For the environmental setting, refer to Sections 4.11.1-2 to 4.11.2-2, 4.11.3-2, 4.11.4-2, and 4.11.5-2 of the SVSP EIR. 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	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Fire protection?	SVSP EIR Impact 4.11.2	No	No	No	Yes
b) Police protection?	SVSP EIR Impact 4.11.1	No	No	No	No
c) Schools?	SVSP EIR Impact 4.11.3	No	No	No	Yes
d) Parks?	SVSP EIR Impact 4.11.5	No	No	No	No
e) Other public facilities?	SVSP EIR Impact 4.11.4	No	No	No	No

Discussion of Checklist Answers:

Public Services were adequately addressed in the SVSP EIR (inclusive of the 2012 MND). The SVSP EIR concluded that the SVSP would have a less-than-significant impact to fire and police protection services, parks, and other public services, such as libraries, without mitigation and a less-than-significant impacts to schools with

mitigation. For fire protection services, 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. The site developer or Applicant is required to pay a fire service construction fee, which is used for purchasing capital facilities for the City Fire Department. Further, a new fire station is approved for construction within the SVSP and Fire Station #9 exists in the West Plan area (see 2012 MND, p. 35). For police protection services, sales taxes and property taxes resulting from development will add revenue to the General Fund, which provides funding for police services. Properties in the SVSP also pay into Community Facilities District No. 3 that provides services for fire and police. For parks, the developer will be required to pay fees into a Community Facilities District No. 2, which provides funding for park services. As well, future park and recreation sites and facilities have already been identified and approved as part of SVSP. For other public facilities, the SVSP area would be adequately served by existing libraries, and the City charges fees for end-users for other services, such as garbage and greenwaste collection, in order to fund those services.

None of the impacts to these services or facilities would change as a result of the Project. The newly proposed residential units would be required to adhere to all existing codes, regulations and funding agreements to ensure impacts remain less than significant. Indeed, some impacts may decrease. For example, a decrease in commercial land uses may lead to a decrease in the need for police services as more law enforcement assistance is normally required at commercial properties versus residential.

For schools, the SVSP EIR concluded that three new elementary schools and one new intermediate school would be required in the plan area. The high school students generated from the SVSP were assumed in the nearby high schools located outside the SVSP. A portion of the SVSP is located within the Center Joint Unified School District and a portion is located within the Roseville City School District, although the current Project site is entirely within the Center Joint Unified School District. The Project involves an increase in residential units within the SVSP and, therefore, a potential slight increase in students. The Project is estimated to generate an additional 19 students in grades K-6, 8 students in grades 7- 8, and 14 students in grades 9-12; thus 41 students more than assumed in 2012 (see SVSP, Section 7.3, p. 7-22). The project developer and the Center Joint Unified School District entered into the Landowner Development Agreement setting forth the mitigation fees to be paid by the Project to provide full mitigation of the Project's impacts to school facilities. Under state law, such payments are deemed to constitute "full and complete mitigation" of impacts to school facilities (Government Code Section 65995(h)); therefore, the increase in students associated with the Project does not translate into a more severe environmental impact than what was anticipated in the SVSP EIR. In addition, the developer or Applicant is required to work with the School District to identify a Safe Routes to School program. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure impacts continue to be less than significant. Thus, the impacts of the Project fall within the scope of the impacts and mitigation already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: The following MM is applicable to the Project regarding impacts associated with public services.

- SVSP EIR WMM 4.11.3-2. School Transportation Policies

Conclusion: As described above and with implementation of the applicable mitigation measures, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding public services.

XVI. Recreation

For the environmental setting, refer to Section 4.11.5-2 of the SVSP EIR. Would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	SVSP EIR Impact 4.11.5	No	No	No	No
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	See Other Sections	No	No	No	Yes

Discussion of Checklist Answers:

Recreation was adequately addressed in the SVSP EIR (inclusive of the 2012 MND). The SVSP indicates that the required parkland dedication was met by dedication of parkland throughout the plan area and through payment of park dedication in-lieu fees. As noted in the SVSP EIR, the payment of Citywide and neighborhood park fees will be required, and the payment of fees combined with the dedication of parkland will ensure that impacts to park services are less than significant. The Project will increase total number of residential units anticipated for buildout of the SVSP area, but full buildout of this former UR area includes the construction of 15.5 acres of neighborhood parks and 36 acres of open space that will be used by the future residents on the Project site (see 2012 MND, p. 37). The impact to parks was considered less than significant in the SVSP EIR and 2012 MND, and it will remain less than significant after the change proposed with the Project because any increased usage of planned neighborhood parks would be incremental. The construction of these parks within the SVSP are analyzed as part of the overall plan throughout the SVSP EIR and assigned mitigation measures as necessary. Thus, the impacts of the Project fall within the scope of the impacts and mitigation already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: See other sections for MMs that would apply to park construction, such as MMs for biological and cultural resource impacts, etc.

Conclusion: As described above and with implementation of the applicable mitigation measures, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding recreation.

XVII. Transportation/Traffic

For the environmental setting, refer to Section 4.3.2 of the SVSP EIR. Would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	SVSP EIR Impacts 4.3-1 to 4.3-25	No	No	No	Yes
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	SVSP EIR Impacts 4.3-1, 4.3-4 to 4.3-14, 4.3-16 to 4.3-24	No	No	No	Yes
c) Substantially increase hazards due to a design feature (for example, sharp curves or dangerous intersections) or incompatible uses (for example, farm equipment)?	Same as (a)	No	No	No	No
d) Result in inadequate emergency access?	SVSP EIR Impacts 4.10-2, 4.11-2	No	No	No	No

Discussion of Checklist Answers:

Transportation and traffic were adequately addressed in the SVSP EIR (inclusive of the 2012 MND). The SVSP EIR evaluated the traffic impacts to existing and future roadways from traffic being generated by the anticipated uses within the plan area. The EIR concluded that, with mitigation, impacts to City roadways would be less than significant. Impacts to several adjacent agency roadways were identified as a significant and unavoidable, and mitigation to lessen the impact was presented. Specific mitigation measures were assigned to the Project site and its surroundings in the 2012 MND, which reflected the potential impacts that might occur from traffic increases resulting from full buildout of the UR area (see 2012 MND, pp. 40 to 46). That mitigation would apply to the current Project and is listed below. However, as explained below, the current Project would produce less traffic than the project that was approved in 2010 and contemplated in the 2012 MND.

The City's Engineering Division uses the Institute of Transportation Engineer's *Trip Generation Manual* (ITE, 2017) and the City's traffic demand model to determine the trip generation of various uses. The Engineering Division concluded that the change in land use designation and zoning on Parcel WB-42 from commercial to residential would generate fewer site trips, fewer trips entering/exiting the SVSP area, and less VMT.⁵ Typically,

⁵ Note that VMT is included here for informational purposes only. An analysis of VMT is not required for this CEQA document because such analysis was not included in the underlying 2010 Final EIR upon which this Addendum is based was prepared. The provisions of CEQA that require VMT analysis, such as CEQA Guidelines Section 15064.3, were not

a rezone from commercial to residential creates less than 20% of the daily trips. Therefore, the proposed rezone would result in fewer trips and lessen impacts to traffic and transportation systems, than those described in the SVSP EIR.

The Project does not introduce any hazards resulting from circulation design, as it does not introduce hazards such as sharp curves or dangerous intersections. Nor does it present substantial safety risks associated with emergency access. The Project has been reviewed by the City Engineering Division and City Fire Department staff, and has been found to be consistent with the City's Design Standards. Furthermore, standard conditions of approval added to all City projects require compliance with Fire Codes and other design standards. Compliance with existing regulations ensure that traffic safety-related impacts are less than significant. Thus, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred" relative to transportation/traffic. Thus, the impacts of the Project fall within the scope of the impacts and mitigation already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: The following MMs are applicable to the Project regarding transportation and traffic impacts.

- SVSP EIR MM 4.3-1. Roseville Intersections: Pay Fair Share of Improvements in the CIP including Improvements to Intersections
- SVSP EIR MM 4.3-6. State Facilities Segments: Pay Fair Share Costs
- SVSP EIR MM 4.3-7. Sutter County Facilities: Pay Fair Share Costs

Conclusion: As described above and with implementation of the applicable mitigation measures, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding transportation and traffic.

XVIII. Tribal Cultural Resources

For the environmental setting, refer to Section 4.9.2 of the SVSP EIR.

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:

in full effect until July 1, 2020, and only apply to documents released to the public after that date (see CEQA Guidelines Section 15064.3(c) [stating that its VMT provisions applied only prospectively, as provided in CEQA Guidelines Section 15007, which provides, among other things, that "[n]ew requirements in amendments will apply to steps in the CEQA process not yet undertaken by the date when agencies must comply with the amendments," and that "[i]f a document meets the content requirements in effect when the document is sent out for public review, the document shall not need to be revised to conform to any new content requirements"]). Here, the Final EIR for the SVSP, on which this Addendum relies, was prepared in 2010, more than a decade before the VMT requirement took effect (see also *Citizens for Positive Growth & Preservation v. City of Sacramento* (2019) 43 Cal.App.5th 609, 625-626 [court refuses to address legal challenge to EIR based on a failure to include VMT analysis because the EIR at issue was prepared prior to July 2020]). Moreover, the circumstances and evidence surrounding this project do not necessitate a VMT analysis. As stated by Fehr & Peers, the project would result in a dramatic decrease in traffic trips below what was considered in the SVSP EIR.

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
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), or	SVSP EIR Impacts 4.9-1 to 4.9-2, 4.9-4	No	No	No	Yes
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe	Same	No	No	No	Yes

Discussion of Checklist Answers:

Tribal cultural resources were adequately addressed in the SVSP EIR (inclusive of the 2012 MND). The SVSP EIR found that no known cultural resources exist on the Project site, inclusive of tribal cultural resources (see V. Cultural Resources). The SVSP then discussed the potential for subsurface resources to be found during construction, and included mitigation requiring a cessation of work should any item of cultural interest, inclusive of tribal interests, be found. The mitigation was found to render potential impacts less than significant. The Project would result in the same impact, and the mitigation remains applicable to the Project. Moreover, notice of the Project was mailed to tribes that had requested such notice pursuant to S.B. 18 for early consultation for the amendment of general plans. No request for consultation was received within or beyond 90 days from the request being sent. Thus, the impacts of the Project fall within the scope of the impacts and mitigation already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: The following MMs are applicable to the Project regarding cultural resources impacts.

- SVSP EIR MM 4.9-1. Cease Work and Consult with Qualified Archaeologist

Conclusion: As described above and with implementation of the applicable mitigation measures, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those

analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding tribal cultural resources.

XIX. Utilities and Service Systems

For the environmental setting, refer to Sections 4.12.1.2, 4.12.2.2, 4.12.3.2, 4.12.4.2, and 4.12.5.2 of the SVSP EIR. Would the Project:

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
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 which could cause significant environmental effects?	SVSP EIR Impacts 4.12.3-1 to 4.12.3-2, 4.12.5-1 to 4.12.5-2	No	No	No	Yes
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	SVSP EIR Impacts 4.12.1-1 to 4.12.1-2, 4.12.2-1	No	No	No	Yes
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	SVSP EIR Impact 4.12.1-3	No	No	No	Yes
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	SVSP EIR Impacts 4.12.4-1 to 4.12.4-4	No	No	No	Yes
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	SVSP EIR Impacts 4.12.1-1, 4.12.1-4	No	No	No	Yes

Discussion of Checklist Answers:

Utilities and services systems were adequately addressed in the SVSP EIR (inclusive of the 2012 MND). The SVSP EIR concluded that most potentially significant impacts to utilities and services systems associated with the SVSP could be mitigated to less-than-significant levels. However, impacts associated with increased use of the landfill and its eventual expansion would remain significant and unavoidable even after mitigation because this expansion is outside the City's jurisdiction (2012 MND, p. 51). The SVSP EIR indicated that the Western Placer Waste Management Authority facilities would be used to dispose of solid waste, and that there was insufficient capacity to accept solid waste from the SVSP at full buildout. Solid waste generation is based on population, and the Project would increase the estimated population for the plan area with the increase in residential units. However, the impact conclusion would not change—it is significant and unavoidable and will remain as such. Furthermore, the amount increase of solid waste would not be substantially more severe, but rather an incremental increase. Notwithstanding, since the time the SVSP EIR was adopted, the Western Placer Waste Management Authority's Western Regional Sanitary Landfill has expanded and currently has a remaining capacity of 29.1 million cubic yards and a projected closure date of 2058, whereas during preparation of the SVSP EIR, it had a remaining capacity of approximately 25.4 million cubic yards and a closure date of 2041 (SVSP EIR, p. 4.12.4-12). Therefore, this impact would be lesser under the Project than was concluded under the SVSP.

The SVSP EIR addressed water demand for the plan area and determined there was adequate supply to meet the anticipated water demands from full buildout, excluding ultimate buildout of the UR area. Upon the redesignation/rezoning of the UR area, it was determined that existing City water supplies would need to be augmented and that the additional water would come from the City's current water entitlements for corporate business centers because no such centers were planned (see 2012 MND, p. 49). This arrangement left a remainder 46 acre feet of unused water supply for future use. Furthermore, given the myriad of water conservation legislation that has been passed since 2012, which requires significant progressive reductions in personal water use over a series of years,⁶ the Project likely would use less water than currently anticipated. The City's Environmental Utilities Department staff reviewed the Project and concluded that water uses by the Project would fall below the water supply that is available for City use. Therefore, impact conclusions related to water supply remain the same.

Development of the Project area will require the construction of water lines and sewer lines and facilities, but these were previously identified through the infrastructure master plans developed for the SVSP (see 2012 MND, p. 50). The Project site land use changes in 2012 required that the Project at that time be required to fund its fair share payment toward construction of a new recycled water storage tank and an upgrade to the existing WRSP recycled water pump station, but no other major changes to infrastructural facilities was expected (see 2012 MND, p. 51). The SVSP EIR concluded that the Pleasant Grove Wastewater Treatment Plan was sized to accommodate flow from the plan area and that impacts would be less than significant. This conclusion remains applicable to the Project (see 2012 MND, p. 51). The City's Environmental Utilities Department staff reviewed the Project and determined that project changes fell within the scope of prior assessment in regard to these infrastructure facilities. Thus, the impacts of the Project fall within the scope of the impacts and mitigation already established in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: The following MMs are applicable to the Project regarding impacts associated with utilities and service systems.

- SVSP EIR MM 4.11-5. Treatment Plant Capacity
- SVSP EIR WMM 4.11-7. Expand the WRSL Landfill (occurred)

⁶ For example, A.B. 1660 (2018) and S.B. 606 (2018) caps indoor residential water use and requires water efficient controls on residential landscaping irrigation.

- SVSP EIR WMM 4.11-11. Divert Construction Debris

Conclusion: As described above and with implementation of the applicable mitigation measures, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding utilities and service systems.

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	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Substantially impair an adopted emergency response land or emergency evacuation?	N/A	N/A	N/A	N/A	N/A
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	N/A	N/A	N/A	N/A	N/A
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	N/A	N/A	N/A	N/A	N/A
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	N/A	N/A	N/A	N/A	N/A

Discussion of Checklist Answers:

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 and designates state responsibility areas. The City is not located within or near a state responsibility area and also is not located within a Very High Fire Hazard Severity Zone. Therefore, this checklist section does not apply.

XXI. Mandatory Findings of Significance

Environmental Issue	Where was Impact Analyzed in Prior EIR?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) 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 a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	See above Sections IV. Biological Resources; V. Cultural Resources; VII. Geology and Soils; XVIII. Tribal Cultural Resources	No	No	No	Yes
b) Have impacts that 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 the past projects, the effects of other current projects, and the effects of probable future projects.)	See SVSP EIR Section 5.7.3	No	No	No	Yes
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	See above Sections III. Air Quality; VIII. Greenhouse Gases; XI. Hazards and Hazardous	No	No	No	Yes

	Materials; X. Hydrology and Water Quality; XIII. Noise				
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Discussion of Checklist Answers:

With implementation of the City's Mitigating Ordinances, Guidelines, and Standards and best management practices, mitigation measures described in the SVSP and listed in this document, and permit conditions, the Project will not exceed the scope of any impact contemplated SVSP EIR (inclusive of the 2012 MND) that is associated with habitat, species, historic/prehistoric resources, or adverse effects on human beings. Furthermore, cumulative impacts associated with the Project would not exceed those contemplated in the SVSP EIR (inclusive of the 2012 MND) because no Project-related individual impact exceeds the scope of that same impact in the SVSP EIR (inclusive of the 2012 MND).

Mitigation Measures: See above checklist sections for applicable mitigation measures.

Conclusion: With the implementation of the applicable mitigation measures listed in this Addendum checklist, the Project would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR (inclusive of the 2012 MND). Therefore, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" relative to the mandatory findings of significance.

ENVIRONMENTAL DETERMINATION

Based on analysis conducted in this Addendum, the previously certified EIR, and the 2012 MND, it is determined that implementation of Project modifications, as described herein, would not result in any new or substantially more severe environmental impacts, either directly or as a result of new circumstances or information. The City may take the following actions in compliance with CEQA:

- Certify the Addendum
- Adopt the SVSP amendment
- Approve the General Plan and specific plan amendments and rezone

In reviewing the site specific information provided for the Project and acting as Lead Agency, the City of Roseville, Development Services Department, Planning Division has analyzed the potential environmental impacts created by this project and determined that the findings of CEQA Section 15162 concerning the decision not to prepare a subsequent EIR and the findings of CEQA Section 15164 concerning the decision to prepare an Addendum can be made. As supported by substantial evidence within the Addendum to the SIERRA VISTA SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (SCH # 2008032115, adopted May 5, 2010), inclusive of the WESTBROOK SPECIFIC PLAN AMENDMENT TO THE SIERRA VISTA SPECIFIC PLAN MITIGATED NEGATIVE DECLARATION (SCH # 2008032115, adopted June 15, 2012), the Lead Agency makes the following findings:

[X] No substantial changes are proposed in the Project which would require major revisions of the previous EIR.

[X] No substantial changes have occurred with respect to the circumstances under which the Project is undertaken.

[X] There is no new information of substantial importance which was not known and could not have been known with the exercise of due diligence at the time the previous EIR was certified as complete.

Addendum Prepared by:

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City of Roseville, Development Services–Planning Division

ATTACHMENTS

Addendum Attachment 1 – Applicable Mitigation Measures from the Sierra Vista Specific Plan EIR

ADDENDUM ATTACHMENT 1

APPLICABLE MITIGATION MEASURES from the Sierra Vista Specific Plan EIR

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
SVSP EIR MM 4.1-2. Agricultural Conversion Policies One acre of open space shall be preserved within Placer County for each acre of open space impacted within the Specific Plan area. This is to be accomplished through the recordation of conservation easements that result in the formation of preserve lands (as a “mitigation property or “preserve site” and collectively, “mitigation lands” or “preserve lands”). For the purposes of assessing impacts associated with a specific development project, “open space” impacts shall include all land proposed to be developed for urban uses. For purposes of mitigation for the specific development project, the term “open space” shall include any and all undeveloped land proposed to be preserved by conservation easement or otherwise required by any governmental agency to be preserved for any reason, specifically including all lands preserved for habitat or agricultural mitigation is required beyond the 1:1 open space requirement noted above, as long as a substantial portion, as determined by the Planning Director, of the mitigation lands acquired are (1) in agricultural production, (2) are undeveloped and have the same or higher value CDC categorization as lands being affected within the Specific Plan property at issue. In-kind mitigation is not required for agricultural land development within the Specific Plan area.	The Applicant shall be responsible for securing the offsite grassland mitigation prior to approval of tentative maps proportional to the development proposed.	Prior to the issuance of a Grading Permit.	Planning Director, City Open Space Preserve Manager, and CDD Director	Documentation of conservation easements	
SVSP EIR MM 4.3-1. Roseville Intersections: Pay Fair Share of Improvements in the CIP including Improvements to [] Intersections • Fiddymont/Baseline Road: improve intersection as part of the project • Watt Avenue/Baseline Road: improve intersection as part of the project Improvements would be necessary to the following intersections, as part of the project to achieve acceptable service levels under the 2025 CIP plus Project scenario. However, as noted, many intersections cannot be mitigated because of constraints. 1. Foothills Boulevard and Baseline Road: No feasible mitigation 2. Industrial Avenue and Alantown Drive: No feasible mitigation 3. Cirby Way and Northridge Drive: No feasible mitigation	The Development Agreements between Applicant and the City, require the City to update the CIP and the Applicants to pay fair share fees.	In accordance with Development Agreements, the traffic mitigation fees shall be paid on a pro-rata basis prior to the issuance of	Public Works Director	Project will pay fair share of fees	

**APPLICABLE MITIGATION MEASURES
from the Sierra Vista Specific Plan EIR**

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
4. Foothills Boulevard and Junction Boulevard: No feasible mitigation 5. Junction Boulevard and Baseline Road: No feasible mitigation 6. Roseville Parkway and Sierra College Boulevard: No feasible mitigation 7. Blue Oaks Boulevard and Crocker Ranch Road: Re-stripe to include two south bound to east bound left turn lanes and a separate right turn. This improvement shall be added to the City of Roseville's Capital Improvement program. Development within the Sierra Vista Specific Plan Area shall be required to pay fair share costs for this improvement 8. Blue Oaks Boulevard and New Meadow Drive: Re-stripe the southbound through lane to a shared through and left-turn lane. This improvement shall be added to the City of Roseville's Capital Improvement program. Development within the Sierra Vista Specific Plan Area shall be required to pay fair share costs for this improvement. As such, this impact would be reduced to less than significant. 9. Foothills Boulevard and Baseline/Main: No feasible mitigation 10. Sunrise Boulevard and Sandringham/Kensinton: add a dedicated southbound right-turn lane 11. Woodcreek Oaks and Baseline Road: construction of a second eastbound through lane. This improvement is currently in the City's CIP program. SVSP would be required to pay fair share costs for this improvement. The SVSP will develop over a period of years. Therefore, the impacts on these impacts would occur over a period of time. As with other improvements in the 2025 CIP, the City shall monitor traffic conditions and determine when specific improvements are needed. The City of Roseville's traffic impact fees should be revised to include the SVSP area. The City of Roseville's Traffic Impact Fees should be revised to include the SVSP. Specific Plans and/or development proposals shall provide for fair share contributions of the cost of the improvements through the updated traffic impact fees. Construction of intersection improvements could have impacts on biological and cultural resources, air quality, water quality, and noise levels. These impacts will be evaluated as part of the CIP update to incorporate the adopted mitigation.		any building permit.			
SVSP EIR MM 4.3-6. State Facilities Segments: Pay Fair Share Costs No specific improvements have been identified to mitigate project	The City and Sutter County shall implement a regional traffic fee to fund the identified improvements.	Payment of applicable fees by the Applicant at the time	Sutter County Public Works Director	Project will pay fair share of fees	

**APPLICABLE MITIGATION MEASURES
from the Sierra Vista Specific Plan EIR**

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
impacts on I-80, SR 70/99, or SR 65; however, the City is willing to work with Caltrans & the Placer County Transportation Planning Agency (PCTPA) to establish a regional approach to institute a fee program for the purpose of funding improvements on these facilities. If and when Caltrans and the City enter into an enforceable agreement, the Project shall pay impact fees to the City of Roseville in amounts that constitute the Project's fair share contributions to the construction of transportation facilities and/or improvements, consistent with the Mitigation Fee Act (Gov. Code, § 66000 et seq.). The City shall determine the means of providing the project's fair share of the funds for these improvements to Caltrans through the inter-agency agreement or other arrangement required by Mitigation Measure 4.3-7.	Applicant within the SVSP shall be required to contribute to the regional fee to fund a portion of the improvements per the Development Agreements. The State shall be responsible for overseeing the improvements.	of each building permit.	and the City Public Works Director		
SVSP EIR MM 4.3-7. Sutter County Facilities: Pay Fair Share Costs • Reigo Road and Pleasant Grove South • Riego Road and Pleasant Grove North • Riego Road The City of Roseville shall negotiate in good faith to enter into a fair agreement with Sutter County regarding Sierra Vista's fair share mitigation for this improvement. In reaching an accommodation with Sutter County, the City and Sutter County, in order to better ensure an effective sub-regional approach to mitigating transportation-related impacts, may choose to include within the same agreements or Joint Powers Authority additional public agencies with whom it must work to mitigate transportation-related impacts, such as Placer County, Sacramento County, and Caltrans. As the City strives to achieve agreement(s) with one or more of these other agencies, the City shall insist that "fair share" fee obligations be reciprocal, in the sense that the other local agencies, in accepting fair share contributions from the SVSP developers, must agree to require new development occurring in their own jurisdictions to make fair share contributions towards mitigation the significant effects of such development on the City's transportation network. Any such arrangement(s), with just Sutter County or with additional agencies, shall account for existing inter-agency fee programs in order to avoid requiring redundant mitigation or fee payments exceeding fair share mitigation levels. The City intends that its arrangement(s) with Sutter County and any other agencies shall permit the participating agencies flexibility in providing cross-jurisdictional credits and reimbursements consistent with the general "fair share" mitigation standard, and	The City and Sutter County shall implement a regional traffic fee to fund the identified improvements. Applicant within the SVSP shall be required to contribute to the regional fee to fund a portion of the improvements per the Development Agreements. Sutter County shall be responsible for overseeing the improvements.	Payment of fees by the Applicant at the time of each building permit.	Sutter County Public Works Director and the City Public Works Director	Project will pay fair share of fees	

**APPLICABLE MITIGATION MEASURES
from the Sierra Vista Specific Plan EIR**

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
require an updated model run incorporating the best available information in order to obtain the most accurate, up-to-date impact assessment feasible and to generate the most accurate, up-to-date estimates of regional fair share contributions. These arrangements, moreover, should also include provisions that allow for periodic updates to the traffic modeling on which fair share payment calculations depend in order to account for (i) newly approved projects cumulatively contributing to transportation-related impacts and that therefore should contribute to the funding of necessary improvements (e.g., the Curry Creek Community Plan in Placer County), (ii) additional physical improvements necessitated in whole or in part by newly approved projects, (iii) changing cost calculations for the construction of needed improvements based on changes in the costs of materials, labor, and other inputs. Implementation of MM 4.3-8 would reduce impacts to a less than significant level; however, these improvements lie outside the jurisdiction of the City of Roseville. As such, this impact is considered significant and unavoidable.					
SVSP EIR MM 4.4-1. Dust and Construction Control Policies In accordance with the PCAPCD, the applicant shall comply with all applicable rules and regulations as listed above (e.g., Rule 202, 218 and 228). In addition, at the time of tentative map the applicant(s) shall implement a minimum of five (5) of the following measures unless superseded by state or other more stringent standards: The following mitigation measures shall be implemented to reduce short-term construction-related air quality impacts. In addition, dust control measures are required to be implemented by all projects in accordance with the City of Roseville Grading Ordinance, and the PCAPCD Fugitive Dust Rule 228. • Applicant shall submit to PCAPCD a Construction Emission / Dust Control Plan within 30 days prior to groundbreaking. If the PCAPCD does not respond within 20 days, the plan shall be considered approved. The plan must address the minimum requirements found in section 300 and 400 of District Rule 228, Fugitive Dust (www.placer.ca.gov/airpollution/airpollut.htm). The applicant shall keep a hard or electronic copy of Rule 228, Fugitive Dust on-site for reference. • The Construction Emission/Dust Control Plan shall include a comprehensive inventory (i.e. make, model, year, emission rating) of all heavy-duty off-road equipment (50 horsepower (HP) or greater) that will be used an aggregate of 40 or more hours for the construction project. The project representative shall	The Applicant shall submit construction management plans as part of the Grading Permit application. The Public Works Director shall review grading plans for inclusion of these measures prior to issuance of grading permits. The City Code Enforcement Officer shall respond to complaints.	Prior to issuance of Grading Permits.	Director of Public Works	Dust Control Plan and proof of submittal to PCAPCD	

APPLICABLE MITIGATION MEASURES
from the Sierra Vista Specific Plan EIR

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
provide PCAPCD with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman. The plan shall demonstrate that the heavy-duty (> 50 HP) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20% NOX reduction and 45% particulate reduction compared to the most recent ARB fleet average. PCAPCD shall be contacted for average fleet emission data. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. Contractors can access the Sacramento Metropolitan Air Quality Management District's web site to determine if their off-road fleet meets the requirements listed in this measure (http://www.airquality.org/ceqa/Construction_Mitigation_Calculator.xls). The following measures are also included to reduce construction-related ROG, Nox, PM10 and PM2.5 emissions: • All construction equipment shall be maintained in good operating condition. Contractor shall ensure that all construction equipment is being properly serviced and maintained as per the manufacturer's specifications. Maintenance records shall be available at the construction site for verification. This measure will reduce combustion emissions of all criteria air pollutants. • Prior to the issuance of any grading permits, all applicants shall submit construction plans denoting the proposed schedule and projected equipment use. Construction contractors shall provide evidence that low emission mobile construction will be used, or that their use was investigated and found to be infeasible for the project. Low emission equipment is defined as meeting the California Air Resources Board's Tier III standards. Contractors shall also conform to any construction measures imposed by the PCAPCD as well as City Planning Staff. This measure will primarily reduce ROG, Nox, PM10, and PM2.5 exhaust emissions. • Paints and coating shall be applied either by hand or by high volume, low-pressure spray. This measure will reduce evaporative ROG emissions. • All construction shall comply with the following measures to reduce fugitive dust related emissions of PM10 and PM2.5: - o Maintain a minimum 24-inch freeboard on soil haul trucks or cover payloads using tarps or other suitable means. - o Suspend grading operations during high winds (greater than 15 mph).					

**APPLICABLE MITIGATION MEASURES
from the Sierra Vista Specific Plan EIR**

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
- o Sweep streets as necessary if silt is carried off-site to adjacent public thoroughfares or occurs as a result of hauling. - o Dispose of surplus excavated material in accordance with local ordinances and use sound engineering practices. - o Schedule activities to minimize the amounts of exposed excavated soil during and after the end of work periods. - o Phase grading into smaller areas to prevent the susceptibility of larger areas to erosion over extended periods of time. - o Pave or apply gravel to any on-site haul roads. - o Reestablish ground cover on the construction site through seeding and water. - o Clean earth moving construction equipment with water or sweep clean, once per day, or as necessary (e.g., when moving onsite), consistent with National Pollutant Discharge Elimination System Best Management Practices and the Roseville Grading Ordinance. Water shall be applied to control dust as needed to prevent dust impacts offsite. Operational water truck(s), shall be on-site, as required, to control fugitive dust. Construction vehicles leaving the site shall be cleaned, as needed, to prevent dust, silt, mud, and dirt from being released or tracked off-site. - o Spread soil binders on unpaved roads and employee/equipment parking areas. Soil binders shall be non-toxic in accordance with state and local regulations. Apply approved chemical soil stabilizers, or vegetated mats, etc. according to manufacturers' specifications, to all-inactive construction areas (previously graded areas which remain inactive for 96 hours). - o Minimize diesel idling time to a maximum of five minutes. - o Utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators, if feasible. - o An applicant representative, ARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely (i.e., once per week) evaluate project related off-road and heavy-duty on-road equipment emissions for compliance with this requirement for projects grading more than 20 acres in size, regardless of how many acres are to be disturbed daily. - o Construction equipment exhaust emissions shall not exceed the PCAPCD Visible Emissions Rule 202. Fugitive dust is not to exceed 40% opacity and not go beyond property boundary at any time. Operators of vehicles and					

**APPLICABLE MITIGATION MEASURES
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Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
equipment found to exceed opacity limits are to be immediately notified and the equipment must be repaired within 72 hours. The City of Roseville is currently working with the Placer County Pollution Control District to update the standard mitigation measures. The following measures will likely be required at the time specific development is proposed. 1c. Prior to approval of Grading/ plans the applicant shall submit a Construction Emission / Dust Control Plan to the Placer County APCD. The plan must be submitted by certified mail, or receive a date stamp or other submittal proof. This plan must address the minimum Administrative Requirements found in section 300 and 400 of APCD Rule 228, Fugitive Dust. The applicant shall not break ground prior to receiving APCD approval of the Construction Emission/Dust Control Plan. If the applicant has submittal proof of submittal and no response is received from the District within 20 working days the plan shall be deemed complete, and construction may begin. 1c. Include the following standard note on the Improvement/Grading Plan: The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used an aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall the prime contractor shall contact the APCD prior to the new equipment being utilized. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the District with the anticipated construction timeline including start date, and name and phone number of the property owner, project manager, and on-site foreman. 1c. Prior to approval of Grading/Improvement Plans, the applicant shall provide a plan to the Placer County APCD for approval by the District demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20 percent Nox reduction and 45 percent particulate reduction compared to the most recent CARB fleet average. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. 2. Include the following standard note on the Improvement/Grading Plan: If required by the Public Works Department, the contractor shall hold a pre-					

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construction meeting prior to grading activities. The contractor shall invite the Placer County APCD to the pre-construction meeting in order to discuss the construction emission/dust control plan with employees and/or contractors. 3. Prior to building permit approval, the applicant shall show, on the plans submitted to the Building Department, that electrical outlets shall be installed on the exterior walls of both the front and back of all residences or all commercial buildings to promote the use of electric landscape maintenance equipment. 4. Prior to building permit approval, the applicant shall show, on the plans submitted to the Building Department, provisions for construction of new residences, and where natural gas is available, the installation of a gas outlet for use with outdoor cooking appliances, such as a gas barbecue or outdoor recreational fire pits. 5. Prior to building permit approval, in accordance with District Rule 225, only U.S. EPA Phase II certified wood burning devices shall be allowed in single-family residences. The emission potential from each residence shall not exceed a cumulative total of 7.5 grams per hour for all devices. Masonry fireplaces shall have either an EPA certified Phase II wood burning device or shall be a U.L. Listed Decorative Gas Appliance. (Rule 225) 6. Wood burning or Pellet appliances shall not be permitted in multi-family developments. Only natural gas or propane fired fireplace appliances are permitted. These appliances shall be clearly delineated on the Floor Plans submitted in conjunction with the Building Permit application. (Rule 225 / section 302.2) 7. Prior to the issuance of a Building Permit, the applicant shall show that all flat roofs with parapets shall include a white or silver cap sheet to reduce energy demands. 8. Diesel trucks shall be prohibited from idling more than five minutes. Prior to the issuance of a Building Permit, the applicant shall show that all truck loading and unloading docks shall be equipped with one 110/208 volt power outlet for every two dock doors. Diesel Trucks idling for more than five minutes shall be required to connect to the 110/208 volt power to run any auxiliary equipment. 2'x3' signage which indicates "Diesel engine Idling Limited to a Maximum of 5 Minutes" shall be shown on the building elevations and shall be submitted to the Placer County APCD prior to the issuance of Building Permits for the project. 9. Prior to approval of Improvement Plans, an enforcement plan shall be established, and submitted to the APCD for review, in order to evaluate project-					

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related on-and-off- road heavy-duty vehicle engine emission opacities on a weekly basis, using standards as defined in California Code of Regulations, Title 13, Sections 2180 – 2194. An Environmental Coordinator, hired by the prime contractor or property owner, and who is CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. Operators of vehicles and equipment found to exceed opacity limits will be notified by APCD and the equipment must be repaired within 72 hours. (California Code of Regulations, Title 13, Sections 2180 – 2194) PCAPCD Rules (Existing District requirements to be added as construction notes or referenced in conditions of approval) New Standard Condition of Approval (for all projects): The project shall comply with all applicable Placer County Air Pollution Control District rules and regulations, and shall obtain applicable permits and/or clearances from the District prior to the start of construction. The following air quality notes shall be added to the grading and/or improvement plans: • The contractor shall use CARB ultra low sulfur diesel fuel for all diesel-powered equipment. In addition, low sulfur fuel shall be utilized for all stationary equipment. (California Standards for Motor Vehicle Diesel Fuel, title 13, article 4.8, chapter 9, California Code of Regulations). • Processes that discharge 2 pounds per day or more of air contaminants, as defined by Health and Safety Code Section 39013, to the atmosphere may require a permit. Permits are required for both construction and operation. Developers/contractors should contact the District prior to construction and obtain any necessary permits prior to the issuance of a Building Permit. (Rule 501) • Pursuant to the Placer County Air Pollution Control District Rule 501, General Permit Requirements, the proposed project may need a permit from the District prior to construction. In general, any engine greater than 50 brake horsepower or any boiler with heat greater than 1,000,000 Btu per hour shall require a permit issued by the District. (Rule 501) • All on-site stationary equipment which is classified as 50 hp or greater shall either obtain a state issued portable equipment permit or a Placer County APCD issued portable equipment permit. (California Portable Equipment Air Quality					

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Registration Program, Section 2452). • The contractor shall utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators if feasible. • During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel powered equipment. • During construction, traffic speeds on all unpaved surfaces shall be limited to 15 miles per hour or less. (Rule 228 / section 401.2) Contact the APCD prior to the new equipment being utilized. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the District with the anticipated construction timeline including start date, and name and phone number of the property owner, project manager, and on-site foreman. 1. Prior to approval of Grading/Improvement Plans, the applicant shall provide a plan to the Placer County APCD for approval by the District demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20 percent Nox reduction and 45 percent particulate reduction compared to the most recent CARB fleet average. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. 2. Include the following standard note on the Improvement/Grading Plan: If required by the Public Works Department, the contractor shall hold a pre-construction meeting prior to grading activities. The contractor shall invite the Placer County APCD to the pre-construction meeting in order to discuss the construction emission/dust control plan with employees and/or contractors. 3. Prior to building permit approval, the applicant shall show, on the plans submitted to the Building Department, that electrical outlets shall be installed on the exterior walls of both the front and back of all residences or all commercial buildings to promote the use of electric landscape maintenance equipment. 4. Prior to building permit approval, the applicant shall show, on the plans submitted to the Building Department, provisions for construction of new residences, and where natural gas is available, the installation of a gas outlet for use with outdoor cooking appliances, such as a gas barbecue or outdoor recreational fire pits.					

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5. Prior to building permit approval, in accordance with District Rule 225, only U.S. EPA Phase II certified wood burning devices shall be allowed in single-family residences. The emission potential from each residence shall not exceed a cumulative total of 7.5 grams per hour for all devices. Masonry fireplaces shall have either an EPA certified Phase II wood burning device or shall be a U.L. Listed Decorative Gas Appliance. (Rule 225) 6. Wood burning or Pellet appliances shall not be permitted in multi-family developments. Only natural gas or propane fired fireplace appliances are permitted. These appliances shall be clearly delineated on the Floor Plans submitted in conjunction with the Building Permit application. (Rule 225 / section 302.2) 7. Prior to the issuance of a Building Permit, the applicant shall show that all flat roofs with parapets shall include a white or silver cap sheet to reduce energy demands. 8. Diesel trucks shall be prohibited from idling more than five minutes. Prior to the issuance of a Building Permit, the applicant shall show that all truck loading and unloading docks shall be equipped with one 110/208 volt power outlet for every two dock doors. Diesel Trucks idling for more than five minutes shall be required to connect to the 110/208 volt power to run any auxiliary equipment. 2'x3' signage which indicates "Diesel engine Idling Limited to a Maximum of 5 Minutes" shall be shown on the building elevations and shall be submitted to the Placer County APCD prior to the issuance of Building Permits for the project. 9. Prior to approval of Improvement Plans, an enforcement plan shall be established, and submitted to the APCD for review, in order to evaluate project-related on-and-off- road heavy-duty vehicle engine emission opacities on a weekly basis, using standards as defined in California Code of Regulations, Title 13, Sections 2180 – 2194. An Environmental Coordinator, hired by the prime contractor or property owner, and who is CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. Operators of vehicles and equipment found to exceed opacity limits will be notified by APCD and the equipment must be repaired within 72 hours. (California Code of Regulations, Title 13, Sections 2180 – 2194) PCAPCD Rules (Existing District requirements to be added as construction notes or referenced in conditions of approval) New Standard Condition of Approval (for all projects): The project shall comply with all applicable Placer County Air Pollution Control District rules and					

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regulations, and shall obtain applicable permits and/or clearances from the District prior to the start of construction. The following air quality notes shall be added to the grading and/or improvement plans: • The contractor shall use CARB ultra low sulfur diesel fuel for all diesel-powered equipment. In addition, low sulfur fuel shall be utilized for all stationary equipment. (California Standards for Motor Vehicle Diesel Fuel, title 13, article 4.8, chapter 9, California Code of Regulations). • Processes that discharge 2 pounds per day or more of air contaminants, as defined by Health and Safety Code Section 39013, to the atmosphere may require a permit. Permits are required for both construction and operation. Developers/contractors should contact the District prior to construction and obtain any necessary permits prior to the issuance of a Building Permit. (Rule 501) • Pursuant to the Placer County Air Pollution Control District Rule 501, General Permit Requirements, the proposed project may need a permit from the District prior to construction. In general, any engine greater than 50 brake horsepower or any boiler with heat greater than 1,000,000 Btu per hour shall require a permit issued by the District. (Rule 501) • All on-site stationary equipment which is classified as 50 hp or greater shall either obtain a state issued portable equipment permit or a Placer County APCD issued portable equipment permit. (California Portable Equipment Registration Program, Section 2452). • The contractor shall utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators if feasible. • During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel powered equipment. • During construction, traffic speeds on all unpaved surfaces shall be limited to 15 miles per hour or less. (Rule 228 / section 401.2)					
SVSP EIR MM 4.5-1. Reduction of Operational Emissions Implementation of the Air Quality Mitigation Measures listed in Section 4.3 Air Quality would reduce operational and construction-related emissions of criteria air pollutants and precursors, and would also act to reduce GHG emissions	The Applicant shall submit construction management plans as part of the Grading Permit application. The Public Works Director	Prior to issuance of Grading Permits.	Director of Public Works	Operational Emissions Plan	

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associated with project construction and operation. Mitigation Measure 4.4-1 found in the Air Quality section of this EIR, is relevant to impact 4.5-1 because both criteria air pollutant and GHG emissions are frequently associated with combustion byproducts. In addition, the City shall implement the following measures to reduce direct and indirect GHG emissions associated with the proposed project. Certain measures would already be components of the project (i.e., Specific Plan policies, design guidelines and standards), and/or would be applied consistent with the City's General Plan Policies, addressing GHG emissions and climate change, but are provided here for purposes of completeness.	shall review grading plans for inclusion of these measures prior to issuance of grading permits. The City Code Enforcement Officer shall respond to complaints. In addition, plans will be reviewed by the Placer County Air Pollution Control District for compliance with their rules and regulations.				
SVSP EIR MM 4.5-2. Additional Measures to Reduce GHG Emissions For each new development within the project site requiring a discretionary approval (e.g., tentative subdivision map, conditional use permit), the City shall impose mitigation measures that reduce GHG emissions to the extent feasible and to the extent appropriate with respect to the state's progress at the time toward meeting GHG emissions reductions required by the California Global Warming Solutions Act of 2006 (AB 32). The City shall require feasible reduction measures that, in combination with existing and future regulatory measures developed under AB 32, will reduce GHG emissions associated with the operation of developments and supporting infrastructure that are part of the proposed project by 30% from business-as-usual emissions levels projected for 2025, if feasible.	The Applicant shall submit construction management plans as part of the Grading Permit application. The Public Works Director shall review grading plans for inclusion of these measures prior to issuance of grading permits. The City Code Enforcement Officer shall respond to complaints. In addition, plans will be reviewed by the Placer County Air Pollution Control District for compliance with their rules and regulations.	Prior to issuance of Grading Permits.	Director of Public Works	Construction Management Plan	
SVSP EIR MM 4.6-1. Construction Noise Reduction	These measures shall be included on building plans. The Chief	Prior to approval of grading	Chief Building Inspector,	Measures shall be located on	

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MM 4.6-1(a): Construction activities shall comply with the requirements of the City of Roseville Noise Ordinance. MM4.6-1(b): Locate fixed construction equipment such as compressors and generators as far as possible from sensitive receptors. Shroud or shield all impact tools, and muffle or shield all in-take and exhaust ports on power construction equipment. MM 4.6-1(c): Designate a construction disturbance coordinator and conspicuously post the Coordinator's contact information around the project site and in adjacent public spaces. The disturbance coordinator will receive all public complaints about construction noise disturbances, and will be responsible for determining the cause of the complaint, and implementing any feasible measures to be taken to alleviate the problem. MM 4.6-1(d): Well drilling shall occur prior to construction of the adjacent subdivision, to the extent feasible. If construction timing for the wells occurs after subdivision construction, then measures to reduce noise shall include; hanging flexible sound control curtains around the drilling apparatus, and the drill rig, to the degree feasible, as determined by the Environmental Utilities Director, if located within 1,000-feet of an occupied residence.	Building Inspector shall review plans for inclusion of these measures prior to issuance of building permits. The Code Enforcement Inspector shall respond to complaints.	permits and/or building permits.	Building Official, Code Enforcement Inspector	Building Permit Plans	
SVSP EIR MM 4.8-3. Avoid Nesting Sites To ensure that fully protected bird and raptor species are not injured or disturbed by construction in the vicinity of nesting habitat, the project applicant shall implement the following measures: Raptors a) When feasible, all tree removal shall occur between August 30th and February 15th to avoid the breeding season of any raptor species that could be using the area, and to discourage hawks from nesting in the vicinity of an upcoming construction area. b) For Swainson's hawk, if avoidance of tree removal outside the breeding season is not feasible, and a nest is present, the applicants would be required to obtain a 2081 permit from CDFG to mitigate for potential "take" under CESA. If no nesting is occurring, a take permit would not be required. c) Prior to the beginning of mass grading, including grading for major infrastructure improvements, during the period between February 15th and August 30th, all trees and potential burrowing owl habitat within 350 feet of any grading or earthmoving activity shall be surveyed for active raptor nests or burrows by a qualified biologist no more than 30-days prior to disturbance. If	Results of preconstruction surveys shall be submitted to the Chief Building Inspector prior to the issuance of a grading permit. Applicable construction restrictions shall be reflected within building 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	Prior to approval of grading and building permits.	Chief Building Inspector, Building Official, Code Enforcement Inspector, Environmental Coordinator	Nesting Bird Surveys	

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active raptor nests or burrows are found, and the site is within 350-feet of potential construction activity, a highly visible temporary fence shall be erected around the tree or burrow(s) at a distance of up to 350-feet, depending on the species, from the edge of the canopy to prevent construction disturbance and intrusions on the nest area. d) Preconstruction and non-breeding season exclusion measures shall be developed in consultation with CDFG, and shall preclude burrowing owl occupation of the portions of the project site subject to disturbance such as grading. Burrowing owls may be passively excluded from burrows in construction areas by placing one-way doors in the burrows according to CDFG protocol. The one-way doors must be in place for a minimum of three days. All burrows that may be occupied by burrowing owls regardless of whether they exhibit signs of occupation must be cleared with the one way doors. Burrows that have been cleared through the use of the one-way doors shall then be closed or backfilled to prevent owls from entering the burrow. e) No construction vehicles shall be permitted within restricted areas (i.e., raptor protection zones) unless directly related to the management or protection of the legally protected species. f) If a legally protected species nest is located in a tree designated for removal, the removal shall be deferred until after August 30th or until the adults and young of the year are no longer dependent on the nest site as determined by a qualified biologist. Black Rails and Tri-colored Blackbirds Prior to earth moving that would disturb marsh habitat, a qualified biologist shall conduct surveys to determine the presence of the California black rail. If either of these species is found, all earth moving within 250 feet shall stop and measures, including establishing nest protection buffers along both sides of Curry Creek during the nesting season (generally February 1 through August 31st) shall be implemented. Rookeries No heron rookeries are present within the plan area. Prior to earthmoving that would disturb marsh habitat or tree removal of the eucalyptus grove, pre-construction surveys should be conducted to verify that no rookeries have been established. If rookeries are present all earth moving within 250-feet shall stop, during the breeding season.	necessary any mitigation plans in an effort to attain mitigation success.				

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SVSP EIR MM 4.8-4. Onsite and Offsite Grassland Preservation Swainson's Hawk a) CDFG recommends that projects that result in the loss of potential foraging habitat for Swainson's hawk (which includes grasslands) within 10-miles of an active nest site provide mitigation for that loss. To the extent feasible, strategies for preserving on-site grasslands as raptor and migratory bird foraging habitat will be addressed in the Operations and Maintenance Plan prepared pursuant to the Section 404 Permit. Some of these strategies could include; but are not necessarily limited to, grazing for grassland management, monitoring for biological values, and adaptive management. 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, Ferruginous hawk, and logger-head shrike among others. Based on information obtained through consultation with CDFG and otherwise, a Swainson's Hawk Grassland Habitat Mitigation Plan shall be developed to mitigate for the loss of grassland foraging habitat, consistent with the ratios set forth in Table 4.8-7. Areas within Placer County including the Toad Hill Mitigation Bank, the Western Placer Schools Mitigation Area and a portion of Koshman Ranch and other sites that will be located within Placer County via conservation easements or other mechanisms would provide a total of 1,036 upland/grassland acres. This would reduce the impacts to Swainson's Hawk to a less than significant level. [See Table 4.8-8 in SVSP EIR] Long-billed Curlew, Burrowing Owls Mitigation for the Swainson's hawk would ensure that adequate grassland is preserved at ratios identified in Table 4.8-7. For foraging within one mile of an active nest, mitigation would be 1:1. Greater than a mile would be at an amount of .75:1. This would set aside adequate grassland that would reduce impacts from loss of grasslands to these species to a less than significant level.	The applicant shall submit documentation certifying that grassland habitat has obtained to the City's Environmental Coordinator.	Prior to grading plan approval.	Environmental Coordinator	Documentation of Conservation Easements	
SVSP EIR MM 4.8-5. Wildlife Movement Protection Policies	The Applicant shall enter into a Section	Prior to approval of	NPDES Coordinator	1600 Alteration Agreement	

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To protect the long term habitat of the stream channels and the WAPA corridor and their potential use by wildlife as movement corridors, the project applicants shall ensure that movement corridors are not obstructed. Through compliance with Section 1600 of the CDFG Code, the applicant(s) will enter into a Streambed Alteration Agreement prior to conducting any construction activities within a stream corridor, which sets forth mitigation measures that the applicant must implement. These measures shall include, but not be limited to; the use of either bridges or culverts that are large enough that wildlife have enough space to pass through road crossings without having to travel over the road surface, the implementation of bank stabilization measures, and/or restoration and re-vegetation of stream corridor habitat that has been damaged due to the project's construction. Furthermore, the recreational trails shall be lined by post and rail fence and signage would be used to direct trail users to stay within the designated trail corridor. The trails would be closed after dark and no exterior lighting would be used. Lastly, the implementation of MM 4.8-1 which provides for the conservation of onsite open space along the WAPA corridor and the stream channels would ensure adequate opportunities for wildlife movement through the plan area.	1600 Streambed Alteration Agreement with CDFG. The City's NPDES Coordinator shall ensure measures are included in the project to reduce water quality impacts.	grading permits.	r, Environme ntal Coordinato r		
SVSP EIR MM 4.8-7. Offsite Surveys Prior to construction of any off- site infrastructure, a qualified biologist shall perform detailed, and if necessary, focused biological surveys of any undisturbed areas that would be affected by infrastructure development. Because infrastructure for the proposed project would be located in road right-of-way, or undeveloped land similar to the project site, the biological resources that would be expected to occur would not differ substantially from those identified in this EIR. If it is determined that wetland resources or sensitive species would be impacted MM 4.8-1 and MM 4.8-2 shall be implemented, as appropriate to the resource. If it is determined that active nests exist within the off-site improvement location, MM 4.8-3 shall be implemented as appropriate to the species. If it is determined the off-site improvement is located within or adjacent to a wildlife movement corridor, MM 4.8-5 shall be implemented.	Appropriate biological surveys, environmental review, and appropriate permits shall be conducted in accordance with applicable rules and regulations governing the protection of listed species.	Prior to issuance of grading permit.	Public Works Director, Environmental Coordinator	Biological Survey	
SVSP EIR MM 4.9-1. Cease Work and Consult with Qualified Archaeologist Should any cultural resources, such as structural features, any amount of bone or shell, artifacts, human remains, or architectural remains, be encountered	This condition shall be reflected in all construction and building plans. The Public Works Director	Prior to issuance of grading permit and/or	Public Works Director, Building Official,	Measure to be reflected on all construction plans	

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during any subsurface development activities, work shall be suspended within 100-feet of the find. The City of Roseville Planning and Public Works Staff shall be immediately notified. At that time, the City of Roseville shall coordinate any necessary investigation of the site with qualified archaeologists as needed, to assess the resource (i.e., whether it is an “historical resource” or a “unique archaeological resource”) and provide proper management recommendations should potential impacts to the resources be found to be significant. Possible management recommendations for important resources could include resource avoidance or, where avoidance is infeasible in light of project design or layout or is unnecessary to avoid significant effects, data recovery excavations. The contractor shall implement any measures deemed feasible and necessary by City staff, in consultation with the archaeologists, to be to avoid or minimize significant effects to the cultural resources. In addition, pursuant to Section 5097.98 or the State Public Resources Code, and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of human remains, the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains. UPDATED TEXT: Post-Review Discovery Procedures. If subsurface deposits believed to be cultural or human in origin, or tribal cultural resources, are discovered during construction, all work shall halt within a 100-foot radius of the discovery, and the Construction Manager shall immediately notify the City of Roseville Development Services Director by phone. The Construction Manager shall also immediately coordinate with the monitoring archeologist or project archaeologist and tribal monitor(if present), or, in the absence of either, contact consulting tribes and a qualified professional archaeologist, meeting the Secretary of the Interior’s Professional Qualification Standards for archaeology and subject to approval by the City, to evaluate the significance of the find and develop appropriate management recommendations, in coordination with the consulting tribe(s) if the find is a tribal cultural resource. All management recommendations shall be provided to the City in writing for the City’s review and approval. If recommended by the qualified professional archeologist, and consulting tribe(s), and approved by the City, this may include modification of the no-work radius.	shall review plans for inclusion and permits of specifications prior to the issuance of building permits	approval of improvement plans.	Code Enforcement Inspector		

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The professional archaeologist must make a determination, based on professional judgement and supported by substantial evidence, within one business day of being notified, as to whether or not the find represents a cultural or tribal cultural resource or has the potential to be a cultural or tribal cultural resource. The consulting tribe shall also be given the opportunity to provide, within one business day of being notified, a determination as to whether or not the find represents a tribal cultural resource or has the potential to be a tribal cultural resource. The subsequent actions will be determined by the type of discovery, as described below. These include: 1) a work pause that, upon further investigation, is not actually a discovery and the work pause was simply needed in order to allow for closer examination of soil (a “false alarm”); 2) a work pause and subsequent action for discoveries that are clearly not related to tribal resources, such as can and bottle dumps, artifacts of European origin, and remnants of built environment features; and 3) a work pause and subsequent action for discoveries that are likely related to tribal resources, such as midden soil, bedrock mortars, groundstone, or other similar expressions. Whenever there is question as to whether or not the discovery represents a tribal resource, culturally affiliated tribes shall be consulted in making the determination. Whenever a tribal monitor is present, the monitor shall be consulted. The following processes shall apply, depending on the nature of the find, subject to the review and approval of the City: • <u>Response to False Alarms:</u> If the professional archaeologist determine that the find is negative for any cultural indicators and tribal representatives have not indicated the find is a tribal cultural resource, then work may resume immediately upon notice to proceed from the City’s representative.. No further notifications or archaeological consultation is necessary if it is determined that the discovery is not a cultural or tribal cultural resource of any kind. The professional archaeologist shall provide written documentation of this finding to the City, which shall include as an attachment any written documentation provided by tribal representatives or monitors.					

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• <u>Response to Non-Tribal Discoveries</u>: If a tribal monitor is not present at the time of discovery and a professional archaeologist determines that the find represents a non-tribal cultural resource from any time period or cultural affiliation, the City shall be notified immediately, to consult on a finding of eligibility and implementation of appropriate treatment measures, if the find is determined to be a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines. The professional archaeologist shall provide a photograph of the find and a written description to the City of Roseville. The City of Roseville will notify any [tribe(s)] who, in writing, requested notice of unanticipated discovery of non-tribal resources. Notice shall include the photograph and description of the find, and a tribal representative shall have the opportunity to determine whether or not the find represents a tribal cultural resource. If a response is not received within 24 hours of notification (none of which time period may fall on weekends or City holidays), the City will deem this portion of the measure completed in good faith as long as the notification was made and documented. If requested by a [tribe(s)], the City may extend this timeframe, which shall be documented in writing (electronic communication may be used to satisfy this measure). If a notified tribe responds within 24 hours to indicate that the find represents a tribal cultural resource, then the Response to Tribal Discoveries portion of this measure applies. If the tribe does not respond or concurs that the discovery is non-tribal, work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) that the treatment measures have been completed to its satisfaction. • <u>Response to Tribal Discoveries</u>: If the find represents a tribal or potentially tribal cultural resource that does not include human remains, the consulting tribe(s) and City shall be notified. The City will consult with the tribe(s) on a finding of eligibility and implement appropriate treatment					

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measures, if the find is determined to be either a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines, or a Tribal Cultural Resource, as defined in Section 21074 of the Public Resources Code. Preservation in place is the preferred treatment, if feasible. Work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) not a Tribal Cultural Resource, as defined in Section 21074 of the Public Resources Code; or 3) that the treatment measures have been completed to its satisfaction. • <u>Response to Human Remains:</u> If the find includes human remains, or remains that are potentially human, the construction supervisor or on-site archaeologist and (if present) tribal monitor shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641) and shall notify the City and Placer County Coroner (per § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California Public Resources Code, and Assembly Bill 2641 shall be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the Native American Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the project (§ 5097.98 of the Public Resources Code). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. Public Resources Code § 5097.94 provides structure for mediation through the NAHC if necessary. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the Public Resources Code). If no agreement is reached, the landowner must rebury the remains in a respectful manner where they will not be further disturbed (§ 5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open					

**APPLICABLE MITIGATION MEASURES
from the Sierra Vista Specific Plan EIR**

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space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the treatment measures have been completed to its satisfaction.					
SVSP EIR MM 4.9-3. 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, if feasible in light of project design or layout, or data recovery excavations. The contractor shall implement any measures deemed feasible and necessary by City staff in consultation with the paleontologist for the protection of the paleontological resources.	This condition shall be reflected in all construction and building plans and permits. The Public Works Director shall review plans for inclusion of specifications prior to the issuance of building permits.	During construction, as a condition of Grading and Building Permits.	Public Works Director, Building Official, Code Enforcement Inspector	Measure to be reflected on all construction plans	
SVSP EIR MM 4.10-1. Identify and Remediate Soil Contamination Prior to site development in the SVSP, recommended testing and remediation, if needed shall occur. Groundwater wells shall be properly closed. If evidence of soil contamination, septic tanks, or other underground storage tanks are encountered in previously unidentified locations in the SVSP area, work shall cease until the area can be tested, and if necessary remediated and/or properly removed or closed. Remediation activities could include removal of contaminated soil, and/or onsite treatment. As part of the process, the City shall ensure that any necessary investigation and/or remediation activities are coordinated with the Roseville Fire Department, Placer County Division of Environmental Health, and if needed, other appropriate federal, state and local agencies. Once a site is remediated, construction can continue.	The Applicant shall be responsible for conducting soil testing and/or recommendation of the Phase I environmental site assessments.	Prior to issuance of building permits.	Fire Department	Documentation indicating soil has been remediated	
SVSP EIR MM 4.11-5. Treatment Plant Capacity Prior to obtaining building permits for development that would cause total wastewater flows from SVSP to contribute to total flows at the PGWWTP	The applicant shall demonstrate that the PGWWTP shall be expanded.	Prior to issuance of building permit that	Environmental Utilities Director	Documentation of the measure to be provided	

**APPLICABLE MITIGATION MEASURES
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Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
exceeding 75 percent utilization of treatment plant capacity (General Plan Policy 3), the City shall confirm that the PGWWTP has adequate capacity and/or will be expanded to accommodate total flow from the SVSP by the time needed to serve that development. This includes obtaining all necessary permits to discharge the treated flow. The City shall also demonstrate that the timing of the plant expansion will be adequate to serve the SVSP area without impeding other planned development within the 2005 SAB. The City shall ensure that all relevant mitigation measures identified in the Wastewater Master Plan EIR are implemented. A list of mitigation measures applicable to this project area are found in Appendix H of this EIR.		would cause total wastewater flows to exceed 75 percent utilization of treatment plant capacity.			
SVSP EIR MM 4.13-1. Implementation of Construction Activity Stormwater Protection Standards Prior to the issuance of a City grading permit and the commencement of construction activities, compliance with the State's General Construction permit, the City of Roseville's Construction Standards, and the City's Stormwater BMP Guidance Manual will be met. This includes the creation of a Storm Water Pollution Prevention Plan (SWPPP) that will identify the site, the location of sensitive habitats or watercourses, drainage areas, discharge locations, soil disturbance areas, and the locations of all runoff, erosion control, and sediment control Best Management Practices (BMPs). On-going monitoring and adjustments to the SWPPP will occur when needed to address changes in the field as construction activities evolve.	This condition shall be reflected in all construction and building plans. The Public Works Director shall review plans for inclusion of specifications prior to the issuance of building permits.	Prior to issuance of grading or building permits.	Public Works Director, Building Official, Code Enforcement Inspector	Measure to be reflected on all construction plans	
SVSP EIR MM 4.14-3. Avoid Light Spillover in Open Space Areas Areas Outdoor lighting shall be placed, designed and directed so as to avoid light spillover into the habitat of Curry Creek and the Open Space Preserve areas located immediately adjacent to the open space, as shown on the Land Use Map as parcels KT-1, KT-40, KT-30, KT-41, DF-1, DF-2, DF-40, CG-1, CG-82m JM-21, JM-3, and JM-4.	The City shall implement policies to reduce the nuisance effects of nighttime/daytime and/or high-intensity illumination from the project.	Prior to issuance of Building Permits; the disclosures shall occur prior to the issuance of Occupancy Permits	Parks and Recreation Director	Plans will be reviewed to ensure compliance	

**APPLICABLE MITIGATION MEASURES
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SVSP EIR WMM 4.1-2. Policies to Minimize Agricultural Impacts Condition of Approval for Deed Disclosure and WMM 4.1-2 Policies to Minimize Agricultural impacts; WMM 4.5-2 Construction Noise Policies, and WMM 4.4-3 Reduction of Construction Emissions In order to reduce potential conflicts between sensitive uses and agricultural uses, residential units within 100-feet of undeveloped parcels to the west of the SVSP are where agricultural uses exist shall be provided with a deed disclosure or similar notice approved by the City attorney regarding the proximity and nature of neighboring potential agricultural uses. This disclosure shall be applied at the tentative map stage to the affected properties. A written disclosure shall be supplied to the property purchaser or renter by the vendor prior to the completion of the purchase or rental agreement, until such time, the uses are converted to urban development. The text of the disclosure language shall be approved by the City Attorney. To ensure that residents are made aware of other land uses in proximity to their respective neighborhoods, the developers shall also provide through deed disclosure or other similar notice approved by the City Attorney; proximity to the WAPA corridor and overhead power lines, high pressure gas lines in Baseline Road and Fiddymment Road, use of recycled water, and proximity to parks and schools that may generate noise and light.	The Applicant shall include site-specific design measures, such as setbacks, landscape buffers, building orientation, and appropriate design features, through the specific plan.	Prior to occupancy of any residence or sensitive use.	City Attorney, Public Works Department, Code Enforcement	Included in the SVSP	
SVSP EIR WMM 4.5-2. Construction Noise Policies Condition of Approval for Deed Disclosure and WMM 4.1-2 Policies to Minimize Agricultural impacts; WMM 4.5-2 Construction Noise Policies, and WMM 4.4-3 Reduction of Construction Emissions In order to reduce potential conflicts between sensitive uses and agricultural uses, residential units within 100-feet of undeveloped parcels to the west of the SVSP are where agricultural uses exist shall be provided with a deed disclosure or similar notice approved by the City attorney regarding the proximity and nature of neighboring potential agricultural uses. This disclosure shall be applied at the tentative map stage to the affected properties. A written disclosure shall be supplied to the property purchaser or renter by the vendor prior to the completion of the purchase or rental agreement, until such time, the uses are converted to urban development. The text of the disclosure language shall be approved by the City Attorney.	The Applicant shall include site-specific design measures, such as setbacks, landscape buffers, building orientation, and appropriate design features, through the specific plan.	Prior to occupancy of any residence or sensitive use.	City Attorney, Public Works Department, Code Enforcement	CC&R's shall be submitted for review	

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To ensure that residents are made aware of other land uses in proximity to their respective neighborhoods, the developers shall also provide through deed disclosure or other similar notice approved by the City Attorney; proximity to the WAPA corridor and overhead power lines, high pressure gas lines in Baseline Road and Fiddymment Road, use of recycled water, and proximity to parks and schools that may generate noise and light.					
SVSP EIR WMM 4.5-8. Onsite Traffic Noise Attenuation The project developer shall demonstrate through an acoustical study that residences along roadways will be subject to noise levels consistent with the City's standards. The standards could be achieved through a combination of setbacks, soundwalls or other barriers, building orientation or other measures. An acoustical analysis shall be required to demonstrate that these measures will result in acceptable noise levels.	Done	Done	Done		
SVSP EIR WMM 4.11.3-2. School Transportation Policies The applicants shall work with the school districts to identify safe routes to school. The school district should encourage an appropriate mechanism for transporting students to schools, both within the specific plan area, as well as outside the project area. Bus programs would reduce traffic congestion and reduce potential air quality impacts.	Prior to building permits being issued within the SVSP, school transportation policies should be developed in coordination with appropriate school district.	Prior to issuance of Building Permits.	Planning Director, Public Works Director	Done	
SVSP EIR WMM 4.11-7. Expand the WRSL Landfill (occurred) WMM 4.11-7 Expand the WRSL Landfill Development in the SVSP Area and Urban Reserve shall pay collection fess to the City of Roseville, a portion of which shall be used to service bonds necessary to fund landfill expansion. As a member of the WPWMA, the City of Roseville can support the expansion of the landfill, as needed; however, the City cannot compel the WPWMA to expand the landfill.	The City shall support the WPWMA efforts to expand the Western Regional Sanitary Landfill.	At the time of construction debris will be diverted to an appropriate recycling facility.	Environmental Utilities Director	Done	
SVSP EIR WMM 4.11-11. Divert Construction Debris The applicants shall ensure a 50% reduction in the development's	The applicant shall submit evidence of their waste diversion plan to	Prior to Building Permit issuance.	Building Division	Records of diversion	

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construction waste stream. In Developer contracts with construction contractors and their sub-contractors, the Developer shall require that construction waste be reduced by 50%. The Developer shall further require that contractors and sub-contractors submit records of diversion and disposal to the City's Environmental Utilities Department in order to verify compliance with this requirement.	the City's Building Division.				
SVSP EIR WMM 4.12-1. Prepare Site Specific Drainage Study If a larger detention basin near the main branch of Curry Creek is used for the Remainder Area, and includes flows for the WRSP Area, Specific Plans and/or other development proposals for the Remainder Area Urban Reserve shall prepare a site specific drainage study. The study shall identify appropriate sizing and to ensure that Remainder Area Urban Reserve flows, in combination with flows generated in the WRSP Area, can be accommodated in the larger basin. The study shall also be used to identify features that will limit peak flow runoff from the areas drained to Curry Creek to pre-development levels per the PCFCWCD SWMM and City standards. The study shall also be used to demonstrate the larger basin will not cause or exacerbate downstream flooding conditions in the SOI Amendment Area or at downstream locations outside the SOI Amendment area. The drainage study shall be submitted to the PCFCWCD and the City of Roseville for review. If a basin in the Remainder Area is used to store flows generated by sheds C WP7 and C WP8 in the WRSP Area, in addition to Remainder Area generated flows, the drainage study shall ensure that sufficient capacity is provided to manage total flows into the basin.	Done	Done	Done		
SVSP EIR WMM 4.12-2. Pay fair share of Roseville Regional Stormwater Retention Facility improvements The City shall collect the Pleasant Grove Drainage fee from the applicants prior to the approval of each building permit, which would cover the cost of retention for that development's portion of the Roseville regional retention basin at Reason Farms.	The City shall collect the Pleasant Grove Drainage fee from applicants.	Prior to the issuance of Building Permits.	Public Works Director	Fees will be collected	

KATE D. ROSENLIB

**4041 Equator Lane
Roseville, CA 95747
Phone (916) 208-7632**

October 16, 2024

City of Roseville City Council
311 Vernon Street
Roseville, CA 95678

RE: My opposition to the WB-42 proposal coming before Council on 11/6/24

Dear Roseville City Council:

I am Kate Rosenlieb and I moved to Roseville this Spring from Sacramento. I now live in Heritage Solaire, the development that immediately abuts two sides of the WB-42 site. This vacant 14.5 acre commercial parcel played a key role in my decision and my neighbor's decision to buy our homes. We have been counting on the future commercial services this site could offer my community and are requesting you deny this developer's request.

I have written two letters to the Planning Commission and have presented a petition to city staff opposing this project which I hope you carefully review and address during your meeting on this proposal.

The petition contains the signatures of 86 of my Heritage Solaire neighbors (plus 2 nearby neighbors), who object to this proposal.

The petition wasn't an effort to get as many signatures as possible but rather to talk to my neighbors to get a feel on their opinions about this proposal. I didn't go door to door soliciting signatures on the petition but rather talked to neighbors who I met at various functions at our community center. I would estimate I talked to roughly 10% of my total Heritage Solaire neighbors about this proposal.

Based on those conversations, and excluding those neighbors who back up to the 53 residential home portion of this proposal, I would say roughly 85% to 90% of the people I talked to are against this proposal with their primary reason being they want the services the larger commercial parcel would provide knowing those services will take time to come. We want you to stick to your original land plan.

Most of those neighbors who back up to the residential portion of this proposal would naturally prefer to back up to residential versus commercial land uses.

The 10%-15% of those neighbors who I talked to who did not want to sign the petition and who don't back up to the proposed 53 new homes...I would say half didn't have a strong opinion one way or the other, and the other half were OK with the smaller commercial site size as they assume they would see retail services sooner.

In addition to the information provided in my two previous letters to the Planning Commission and the petition, I have the following comments.

The developer's attorney stated at the Planning Commission hearing that the site has been marketed for the last 6 years and there have been no takers. But, as we know, my entire surrounding development didn't even exist 6 years ago. It's at best premature to downzone this site.

And I will note when the 13+ acre competing community commercial site the city owns located at the southeast corner of Blue Oak and Westbrook Boulevards located 1.2 miles away from this site (and to give perspective, the separation between the Raley's One site and the intersection of Blue Oaks and Woodcreek Oaks Boulevard where Nugget and Safeway are located is 1.4 miles) was brought up during the Planning Commission meeting, Mr. Bitter indicated he felt the new Soccer Sports Complex under construction should be up and running before the city gauges what sort of demand your commercial site will command. Why does it make sense for you to wait for nearby planned construction to be completed before gauging the demand for your competing community commercial site, but it doesn't make sense for you to wait to see how demand might shift for the WB-42 site?

And the city upsized your 13+ acre competing commercial site in 2013 from 3 acres to the current 13+ acres, which was after the WB-42 site was approved at the current size of 14.5 acres.

And we heard at the Planning Commission hearing that Mr. Bitter doesn't believe the competing city owned site at 13+ acres will be impacted in value by downsizing this competing site, but Mr. Bitter is not a land appraiser. How can downsizing a competing commercial site not impact your own site's land value? And the fact you plan on flipping your site to a developer in the future doesn't have anything to do with land valuations.

Look at the number of acres of existing and planned commercial along Blue Oaks from the Woodcreek Oaks Boulevard area, and compare that to the number of acres of commercial acreage that has already been eliminated from your general plan along Pleasant Grove Boulevard west of Fiddymont (27.5 of downsized commercial acreage if you approve this proposal). And all the shocking reduction in planned commercial acreage along Pleasant Grove Boulevard has been at the behest of this same developer. I am left compelled to ask you, why can't our neighborhoods along Pleasant Grove have the same commercial opportunities as our neighbors who live closer to Blue Oaks Boulevard?

During the Planning Commission hearing, Mr. Bitter used the word "speculative" in trying to downplay the city owned competing community commercial site, yet to say the

WB-42 site won't likely develop for 10-15 years is equally a speculative statement. There is no, and I mean no, hard evidence in front of you tonight to justify this third in a row request by this same developer to further diminish the commercial land use opportunities along Pleasant Grove Boulevard. The majority of us living in West Roseville are willing to wait longer to have more service opportunities at this WB-42 location.

Why can't the city do a market study of their own competing commercial site at Blue Oaks and Woodcreek, and have that study look at this site as well in terms of serving the city's soccer complex as well as nearby residential uses?

Our current District 5 "lame-duck" representative, when asked if this WB-42 proposal gets approved by the city, what would keep this land developer from coming back at a later date and rezoning the remaining requested 7 acre commercial site to residential, stated the city wouldn't be willing to forego the sales tax revenue the reduced 7 acre site would provide. But this certainly didn't stop the planning staff or planning commission from already agreeing to reduce the planned 14.5 acre commercial site down to 7 acres, causing the city to lose just over \$300,000 a year in estimated lost sales tax revenue as indicated by the fiscal impact study of this proposal. This proposal is costing the city sales tax revenue, but that fact just seems to get glossed over in the staff report.

During the applicant rebuttal at the Planning Commission hearing, the developer's representative stated the 2021 market study by MXD did not look at a project to parcel size with respect to WB-42, but it did. I spent an entire weekend comparing the 2021 MXD study to this recent MXD study. And, you'll note this latest MXD study wasn't even going to be commissioned until it was clear there is substantial pushback from our community on downsizing this planned commercial site from 14.5 acres.

And we find the not-so-veiled threats made by the developer of placing a mini-storage on the 14.5 acres and Mr. Bitter's comment at the Planning Commission the 14.5 acres could house a car wash and gas station to be non-productive. And the effort of the Planning Commission to focus on increased park fees from the residential portion of this proposal did nothing to address our concerns of having a reduced commercial footprint.

There were questions at the Planning Commission about the 7 acre reduced site size and how that compares to other recent grocery store sites. I personally talked to the Raley's real estate team and they won't typically consider a site less than 8 acres in size using their new reduced footprint. The Safeway site that is under construction at Fiddymont and Pleasant Grove (1.7 miles from the WB-42 site) is 8.5 acres. The Raley's One Center is 13.21 acres.

This looks to most of us like the developer secured a green light to move forward on this proposal quite some time ago, and we stand no chance of changing anyone's mind, but we are not giving up on this larger commercial project site size that many of us have been relying on. I think you might be surprised what another couple of years of marketing this larger site will produce. What is the hurry to approve this now, rather than wait until the soccer fields are established? Why is the city planning staff saying the city needs to wait

to see about the marketability of your competing 13+ acre site before considering a "right sizing" of your site, but won't wait on downsizing this site? This seems wrong to many of us here in the city at many levels. This deserves a better focus than it has received to date.

Sincerely,



Kate Rosenlieb

From: GIOVANNI MIANO
To: [Morales, Sean](#)
Subject: Re: WB-42 Rezone Project City Council Notice
Date: Tuesday, October 29, 2024 7:18:23 PM

External: This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments, or taking further action.

I am deeply opposed to the amendment!

I think the developer should do due diligence in finding an anchor store.

The developer is not taking into consideration the foot traffic that will be generated by the massive sports complex being developed down the street on Westbrook!

If I understand the argument, the current property will not be developed for several years, thus, the request for the amendment to divide the parcel in half for housing and a smaller commercial site. However, their further prediction is the smaller commercial site will not be developed in 5 years, most likely 10 years, if ever, even with the amendment, then what's the point?!

If both parcel sizes are unlikely to be developed in several years, halving the site now to build houses, is a permanent decision, that can't be reversed and permanently limits the size or future commercial site.

If it is several years for development with either scenario, what's the hurry? I would rather leave the lot undeveloped, to secure future options! You can always amend the parcel in the future and build more houses! The houses don't need to be built now! What we don't need is more houses without infrastructure in West Roseville.

This gives time to see what the future will bring , and doesn't limit future options.

Please read this into the record.

Giovanni Miano

Sent from my iPhone

On Oct 29, 2024, at 3:30 PM, Morales, Sean <SMorales@roseville.ca.us> wrote:

Good Afternoon,

A public notice for the City Council hearing for this project was sent to property owners within 300 ft of the project, sent to the Press Tribune, and posted on the RCONA website. I attached the notice to this email for your reference. The meeting agenda (which will include the staff report and exhibits) will be posted by the end of the week

on the [City Council website](#). Please let me know if you have any questions.

Thank you,

Sean Morales

Associate Planner

Development Services Department – Planning Division.

<image001.png>

(916) 774-5282

<image002.png>

Civic Center | 311 Vernon Street | Roseville, CA 95678

[<image003.png>](#)

Working together to build a quality community.

<PL24-0397, 2931 Pleasant Grove, WB-42 - Rezone and Land Use Amendment,
00 legal newspaper.pdf>