



AGENDA

April 3, 2019

CITY COUNCIL MEETING

7:00 p.m.

Council Chambers
311 Vernon Street
Roseville, California
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.

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.

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. MEETING PROCEDURES**
- 5. PRESENTATIONS**
 - 5.1. Proclamation - Child Abuse Prevention Month

Proclaim April 2019 as Child Abuse Prevention Awareness Month and urge all citizens to join KidsFirst, Child Abuse Prevention Council, and its engaged partners, as they support efforts to keep children safe, happy, and healthy.

CONTACT: Rosalinda Parra 916-774-5287 rparra@roseville.ca.us

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. 2019 Residential Resurfacing Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Paul Anderson and Acting Public Works Director Jason Shykowski recommending the City Council approve plans and specifications for the 2019 Residential Resurfacing project and authorize staff to call for bids. The scope of this project consists of resurfacing of various streets within the Woodcreek Oaks, Woodcreek Oaks and Foothills Junction, Maidu, and South Cirby neighborhoods, and on Automall Drive and Baseline Road. The engineer's estimate for this project is approximately \$3,000,000.00 and the project will be paid for with Gas Tax funds, Highway Users Tax, and SB-1 Road Maintenance and Rehabilitation Account funds. No General Fund resources will be used.

CC #: 9894

File #: 0900-04-01

CONTACT: Paul Anderson 916-746-1300 pranderson@roseville.ca.us

7.2. Harry Crabb Park Phase 2 Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Park Development Analyst Joel De Jong and Parks, Recreation & Libraries Director Dion Louthan recommending the City Council approve the plans and specifications for the Harry Crabb Park Phase 2 project and authorize staff to call for bids. This 18.8 acre park site is located on Scarborough Drive and Secret Ravine Parkway in the Stoneridge Specific Plan. The estimate for construction of the base bid is \$5,881,693.00, and the total for additive alternates is \$863,808.00. Funding for park construction is provided through the Citywide Park fund and was allocated in the FY2014-15 budget. It is anticipated that a budget adjustment request for additional funding will be recommended once bids have been received. Construction of the project had been on hold because of a lack of General Fund resources available for maintenance of Citywide parks. Maintenance of the Phase 2 acreage and amenities will be a new obligation funded by the additional General Fund resources provided by the Measure B half-cent local sales tax.

CC #: 9878

File #: 0704-01

CONTACT: Joel De Jong 916-774-5342 jdejong@roseville.ca.us

7.3. Telecommunications System - Service Agreement Amendment

Memo from Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 19-117 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND ALTURA COMMUNICATION SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1904063). Staff requests approval of a service agreement amendment with Altura Communication Solutions for software support and upgrades, hardware maintenance and replacements, and 24x7 remote monitoring services for the City's telecommunication system. The total cost of the amendment is \$97,186.68, for a total not to exceed \$114,430.57. Funding is included in the Information Technology Department's FY2018-19 budget.

CC #: 9912

File #: 0203-06

CONTACT: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

7.4. Hillcrest Drainage Improvement Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Associate Engineer Noah Siviglia and Acting Public Works Director Jason Shykowski recommending the City Council approve the revised plans and specifications for the Hillcrest Drainage Improvement Project and authorize staff to call for bids. The project includes improvements to storm drain systems in the Hillcrest and Crestmont neighborhoods, as well as ADA upgrades and curb and gutter repair in the Hillcrest neighborhood. The construction estimate for the base project is \$3.75 million and is fully funded with Gas Tax. The project also includes alternate bid items to be awarded based on available budget. No General Fund resources are allocated for this project.

CC #: 9883

File #: 0900-04-02

CONTACT: Noah Siviglia 916-746-1379 nsiviglia@roseville.ca.us

7.5. Pistachio Regional Park, Phase 1 - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending the City Council approve the plans and specifications for Pistachio Regional Park, Phase 1 (formerly parksite F-56) and authorize staff to call for bids. This 44-acre joint-use city-wide park site is located in the West Roseville area off of West Park Drive and High School Road. The estimate for construction for the base bid is \$5,783,006.00. Additive alternatives have also been identified and include paving the parking lot, constructing a restroom building and constructing a second softball field. Funding for the project is provided through the West Roseville Citywide Park Development Fund. Maintenance for all Citywide parks is typically paid by the General fund but, in this case, it is proposed to be partially offset by the Roseville Joint Union High School District for the first five years.

CC #: 9886

File #: 0704-01

CONTACT: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

7.6. On-Call Inspection Services - Service Agreement Amendment

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-101 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND 4LEAF, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1909079). 4Leaf, Inc. provides on-call inspection services for the Parks, Recreation & Libraries Department. In addition to new park projects, development of new streetscapes are ongoing and require inspections. This amendment will increase the service agreement amount by \$100,000.00 bringing the total amount to \$200,000.00 for the current FY2018-19. Work performed under this service agreement will utilize developer fees and/or capital improvement project accounts.

CC #: 9884

File #: 0704

CONTACT: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

7.7. On-Call Landscape Construction Services - Service Agreement

Memo from Park Development Analyst Joel De Jong and Parks, Recreation & Libraries Director Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-116 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CLEARWATER CONSTRUCTION SERVICES, INC. DBA CLEARWATER LANDSCAPE SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1909093). Staff recommends awarding an on-call landscape construction service agreement to Clearwater Landscape Services, Inc. The value of the service agreement is \$500,000.00 for each year of award. The agreement includes a one-year base term with the option of three additional one-year extensions. Funding for on-call landscape construction services is provided through the Parks, Recreation and Library Capital Fund, approved operations budgets, and community facilities district/landscape & lighting district budgets.

CC #: 9911

File #: 0704

CONTACT: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

7.8. Steel Pole Foundations (RFQ 10-3197) - Service Agreement and Budget Adjustment

Memo from Buyer Babette Owens and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-102 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND EDWARD T. NAVICKIS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1903208); and adopt ORDINANCE NO. 6069 OF THE

COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This service agreement is for materials and labor to construct and install three steel pole foundations. The total cost of the agreement is \$139,500.00 and authorizes the Electric Utility Director or her designee to approve change order requests for this project up to 10% (\$13,950.00) as a construction contingency, for a grand total of \$153,450.00. The requested budget adjustment will transfer funds in the Roseville Electric Department's Electric Construction Fund, to the 60kV Restraining Capital Improvement Project.

CC #: 9888

File #: 0203-07 & 0201-01

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

7.9. Shadowbrook Lift Station and Force Main Project, Riparian and Oak Woodland Restoration - Service Agreement and Budget Adjustment

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-111 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND TRIANGLE PROPERTIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1909090); and adopt ORDINANCE NO. 6073 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests the City Council approve a \$25,000.00 budget adjustment to transfer Wastewater Rehabilitation funds to the Shadowbrook Pump Station and Force Main project budget. Additionally, this item requests approval and award of a service agreement to Triangle Properties in the amount of \$136,980.00 for the project's Riparian and Oak Woodland Restoration Phase, and authorization for the Environmental Utilities Director or his designee to approve and pay for contract change orders for the project that could increase the contract amount by no more than 10% or \$13,698.00. The contract amount will be paid from the existing capital improvement project budget, which is funded through the Wastewater Rehabilitation fund.

CC #: 9899

File #: 0900-02 & 0201-01

CONTACT: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

7.10. 800 MHz Radio System - Service Agreement Amendment

Memo from Network Infrastructure Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 19-94 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CDX WIRELESS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1909065).

Staff requests approval of an amendment to a service agreement with CDX Wireless, Inc. to assist the City in auditing and optimizing its new 800MHz radio system. The cost of the amendment is \$27,210.00, bringing the total cost for this service agreement for FY2018-19 to \$50,000.00. Funding is included in the 800MHz Radio System Capital Improvement project.

CC #: 9875

File #: 0203-05

CONTACT: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

7.11. Enterprise Resource Planning Project Data Conversion Consultant - Service Agreement Amendment

Memo from Information Technology Program Manager Duke Arakaki and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 19-97 APPROVING AMENDMENT NO. 2 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND KAHANA CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1809348). This is a request of the City Council to approve a contract amendment to perform data extractions in support of the Enterprise Resource Planning (ERP) project in the amount of \$10,000.00 and extend the contract expiration date to September 1, 2019. This brings the total not-to-exceed contract amount to \$40,000.00. Funding is included in the ERP Capital Improvement Project budget.

CC #: 9876

File #: 0800-05

CONTACT: Duke Arakaki 916-774-5212 darakaki@roseville.ca.us

7.12. Utility Tree Trimming – Service Agreement Amendment

Memo from Electric Operations Supervisor Jeff Beaubier and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 19-107 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND UTILITY TREE SERVICE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1909017). This item requests the City Council approve an amendment to a service agreement with Utility Tree Service, LLC. to continue providing high voltage line tree trimming services on an as-needed basis. This amendment increases the agreement amount by \$40,000.00, bringing the total annual amount from \$531,044.99 to \$571,044.99. Funding is available in the FY2018-19 Electric Department budget.

CC #: 9893

File #: 0203-07

CONTACT: Jeff Beaubier 916-774-5611 jbeaubier@roseville.ca.us

Resolutions

7.13. Westpark - Village Center 28 - Certificate of Completion

Memo from Construction Inspector Keith Litts and Development Services

Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-104 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTPARK - VILLAGE CENTER 28 PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure 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 #: 9890

File #: 0400-04-09-1

CONTACT: Keith Litts 916-517-7598 klitts@roseville.ca.us

7.14. Westpark - Village Center 29 - Certificate of Completion

Memo from Construction Inspector Keith Litts and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-105 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTPARK - VILLAGE CENTER 29 PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure 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 #: 9891

File #: 0400-04-09-1

CONTACT: Keith Litts 916-517-7598 klitts@roseville.ca.us

7.15. Bond Trustee Services – Professional Services Agreement Amendment

Memo from Financial Analyst Jacquie Clarizio and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-100 APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of the third amendment of a professional service agreement to extend bond trustee services with Bank of New York Mellon from July 1, 2019, to June 30, 2020 at a cost of \$75,000.00, bringing the total not-to-exceed contract amount to \$300,000.00. Payment for these services will be paid by the Environmental Utilities Department, the Electric Department, and community facilities districts.

CC #: 9882

File #: 0200

CONTACT: Jacquie Clarizio 916-774-5323 jclarizio@roseville.ca.us

7.16. Utility Bill Print and Mail Services - Professional Services Agreement

Memo from Billing Services Manager Andrea Blomquist and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-103 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND INFOSEND, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a professional services agreement with Infosend, Inc. for bill print, mail, and archiving services. The estimated annual cost of service is \$500,000.00 and is based on a fee schedule and the number of items processed for utility statements and notices. This contract is for three years, with annual renewal thereafter. The estimated annual cost of service is \$500,000.00.

CC #: 9889

File #: 0200

CONTACT: Andrea Blomquist 916-774-5317 ablomquist@roseville.ca.us

7.17. Enterprise Resource Planning Project - Professional Services Agreement

Memo from ERP Manager Nafees Coleman and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-115 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ALPHA NET CONSULTING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a professional services agreement with Alpha Net Consulting, LLC to provide professional consulting services to support the Oracle Enterprise Resource Planning (ERP) project. The cost of the agreement is \$64,000.00 and funding is included in the ERP project budget.

CC #: 9909

File #: 0800-05

CONTACT: Nafees Coleman 916-774-5163 ncoleman@roseville.ca.us

7.18. Citywide Painting Services - Notice of Completion

Memo from Project Coordinator Lori Hogan and Acting Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-108 ACCEPTING THE PUBLIC WORK KNOWN AS CITYWIDE PAINTING SERVICES PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ACTING PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends the City Council accept the Citywide Painting Services project as complete. The total cost of the project was \$186,000.00 with no contingency and was paid for by the Facility Rehabilitation fund.

CC #: 9895

File #: 0203-04

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

7.19. Electric Painting Services - Notice of Completion

Memo from Project Coordinator Lori Hogan and Acting Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-99 ACCEPTING THE PUBLIC WORK KNOWN AS ROSEVILLE ELECTRIC PAINTING SERVICES PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ACTING PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends the City Council accept the Roseville Electric Painting Services project as complete and authorize the Acting Public Works Director to execute the Notice of Completion on behalf of the City. The total cost of the project was \$82,000.00 with no contingency and was paid for by the Electric Department's FY2018-19 Electric Rehabilitation fund.

CC #: 9880

File #: 0203-07

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

7.20. 2020 Residential Resurfacing Project - Road Maintenance and Rehabilitation Account Project Identification

Memo from Associate Engineer Noah Siviglia and Acting Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-112 ADOPTING THE 2020 RESIDENTIAL RESURFACING PROJECT FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017. Local agencies are required to list all proposed projects scheduled to receive Senate Bill 1 funding by resolution prior to receiving an apportionment of Road Maintenance and Rehabilitation Account (RMRA) funds in a fiscal year. This item identifies the City's 2020 Residential Resurfacing Project for use of the 2020 funding allotment from the fund. The project will apply a maintenance surface treatment to various residential streets within the Los Cerritos, Roseville Heights, and Hillcrest neighborhoods. The construction estimate for this project is \$3,000,000.00 and is funded by \$2.25 million from the RMRA Fund with the remaining costs covered by Highway Users Tax and Roadway funds. No General Fund resources will be used on this project.

CC #: 9906

File #: 0900-04-01

CONTACT: Noah Siviglia 916-746-1379 nsiviglia@roseville.ca.us

7.21. Street Closure Request - Concerts on the Square Series

Memo from Recreation Coordinator Chris Pelzman and Parks, Recreation & Libraries Director Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-96 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE CLOSING OF SOUTH GRANT STREET FOR CONCERT ON THE SQUARE SERIES. Staff requests the City Council approve the closure of South Grant Street on the third Saturday of each month from June - September, 2019 from 5:00 p.m. - 10:30 p.m. for the

City sponsored Concerts on the Square event series. Funding for the June concert is \$4,900.00 and is included in the FY2018-19 Parks, Recreation & Libraries approved budget. The budget for the July, August and September concerts is \$14,200.00 and is included in the Parks, Recreation & Libraries Department's FY2019-20 budget request.

CC #: 9875

File #: 0109-02

CONTACT: Chris Pelzman 916-774-5977 cpelzman@roseville.ca.us

7.22. Astill Family (W-50B) Park Project - Notice of Completion

Memo from Park Development Analyst Joel De Jong and Parks, Recreation & Libraries Director Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-95 ACCEPTING THE PUBLIC WORK KNOWN AS THE ASTILL FAMILY (W-50B) PARK PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION & LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff has made a final inspection of the Astill Family (W-50B) Park project and has found that all contract work has been completed in accordance with the approved plans and specifications. The project is now ready for acceptance. In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion. Funding for the project was approved in the Capital Improvement Program in FY2016-17 using West Roseville Neighborhood Park Funds. Maintenance for this park is provided through the West Roseville Community Facilities District for Services. There is no General Fund impact.

CC #: 9874

File #: 0704-01

CONTACT: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

7.23. Workplace Investigations - Professional Services Agreement Amendment

Memo from Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO 19-106 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ELLIS MAKUS, LLP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends the City Council authorize the increase of the service agreement with Ellis Makus LLP (formerly Ellis Buehler Makus LLP) for the City's workplace investigation services in the amount of \$25,000.00 for a total agreement amount not to exceed \$47,750.00. Funds are available in the FY2018-19 Human Resources budget.

CC #: 9892

File #: 0600

CONTACT: Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

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

7.24. Community Facilities Districts and Landscaping and Lighting Districts - Budget Adjustments

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Dennis Kauffman recommending the City Council adopt ORDINANCE NO. 6070 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt ORDINANCE NO. 6071 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt ORDINANCE NO. 6072 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. A budget adjustment is recommended to fund equipment and make unanticipated repairs using available Landscaping and Lighting Districts (LLDs) resources. Budget adjustments are also recommended for some Community Facilities Districts (CFDs) and LLDs in order to true-up to the FY2018-19 levies that were submitted to Placer County. There are sufficient fund balances in all the identified CFDs and LLDs to accommodate these requests. There is no impact to the General Fund.

CC #: 9897

File #: 0201-01 & 0206 & 0208

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

7.25. Flood Emergency Response - Budget Adjustment

Memo from Accounting Supervisor Nick Rosas and Chief Financial Officer Dennis Kauffman recommending the City Council adopt ORDINANCE NO. 6068 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The requested budget adjustment increases the spending authority in the General Fund - Public Works Department in the amount of \$69,420.00 to partially fund the Flood Emergency Response project that was completed by West Consultants, Inc. All deliverables related to the project were completed in September 2018 but project delays have created the need to renew the request for this funding as budget authority did not carryover to the current fiscal year. There is no impact to the General Fund as these expenses are covered by a grant received from the California Department of Water Resources.

CC #: 9881

File #: 0201-01 & 0307

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

7.26. Building Plan Check Services - Budget Adjustment

Memo from Administrative Analyst Brandy LeBeau and Development Services

Director Mike Isom recommending the City Council adopt ORDINANCE NO. 6074 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item is a request for a \$200,000.00 increase to the Development Services Department FY2018-19 operating budget for contract plan review services to keep pace with increasing development-related workload. The requested increase is offset by revenue received at the time of building permit issuance, resulting in no net impact to the General Fund.

CC #: 9908

File #: 0800-06 & 0201-01

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

Reports / Requests

7.27. Out of State Travel Request – Environmental Utilities Department

Memo from Wastewater Utility Manager Kenneth Glotzbach and Environmental Utilities Director Richard Plecker recommending the City Council approve out of state travel for two Environmental Utilities staff members to attend a 2-day Advanced Treatment and Water Recycling roundtable meeting in April 2019 in Denver, Colorado. Travel costs are estimated to be \$2,500.00. Funding is included in the Wastewater Fund through the approved annual Wastewater Administration budget.

CC #: 9885

File #: 0600-02

CONTACT: Kenneth Glotzbach 916-774-5754 kglotzbach@roseville.ca.us

7.28. Subdivision No. 2005PL-159 at 936 Lawton Avenue Parcel Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Parcel Map Subdivision No. 2005PL-159. Engineering staff has completed its review of the parcel map and found it to be in compliance with the approved tentative map. This map will be creating 3 residential parcels. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9887

File #: 0400-07

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

Ceremonial Documents

7.29. Resolution of 2020 U.S. Census Support

Support the 2020 U.S. Census to ensure a complete, fair, and accurate count of all Californians.

CC #: 9905

File #: 0102-10

CONTACT: Megan MacPherson 916-774-5455 mmacpherson@roseville.ca.us

7.30. Resolution of Commendation to Vonette Fontaine

Recommend Vonette Fontaine be commended for 24 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 9910

File #: 0102-10

CONTACT: Cheryl Hammond 916-774-5636 chammond@roseville.ca.us

END OF CONSENT CALENDAR

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Family Mobile Crisis Team – Contract for Services

Memo from Public Information Officer Rob Baquera and Police Chief James Maccoun recommending the City Council adopt RESOLUTION NO. 19-98 APPROVING A CONTRACT FOR SERVICES, BY AND BETWEEN THE COUNTY OF PLACER THROUGH ITS HEALTH & HUMAN SERVICES DEPARTMENT, AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Roseville Police Department works collaboratively with Family Mobile Crisis Team members to identify potential family crisis situations and engage them by offering services and resources to reduce calls for service and improve quality of life. This contract for services will co-locate a Family Mobile Crisis Team at the Roseville Police Department. Placer County will pay \$35,503.00 for all services and support for the life of the contract.

CC #: 9877

File #: 0323

CONTACT: Bridgette Dean 916-774-5017 bdean@roseville.ca.us

8.2. Johnson Pool Reroof Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending the City Council approve the plans and specifications for the Johnson Pool Reroof project and authorize staff to call for bids. In December 2017, the City received a grant from the Housing-Related Parks Program (HRPP) with the State of California's Department of Housing and Community Development. This project will use the HRPP grant monies to repair the structural beams and roof in the lifeguard restroom building at Johnson Pool. Funding for the project was approved in FY2017-18 using the grant monies. Maintenance for this facility is through the Parks, Recreation & Libraries Operations budget. There will be no new General Fund impact.

CC #: 9879

File #: 0707

CONTACT: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

8.3. Westbrook Community Facilities District No. 1 Special Tax Bonds, Series 2019

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-110 AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF SUPPLEMENT NO. 2 TO FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, APPROVING THE BOND PURCHASE AGREEMENT, APPROVING THE SECOND AMENDMENT TO FUNDING, CONSTRUCTION AND ACQUISITION AGREEMENT, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. The 2019 bonds are the third series of bonds being issued for the district and are being issued to construct and acquire certain public facilities of benefit to the district for phase 3 of the project, increase the amount in the debt service reserve fund, provide capitalized interest, and pay costs of issuance on the bonds. The Community Facilities District (CFD) will generate special taxes that will be paid by the property owners sufficient to pay the costs of the debt service, CFD administration, and any authorized pay-as-you-go facilities. The issuance of this third series of bonds will not impact the City's General Fund.

CC #: 9898

File #: 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

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

9. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

9.1. Dutch Bros Coffee Kiosk - Appeal of Planning Commission Decision

Memo from Associate Planner Lauren Hocker and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-109 DENYING THE APPEAL FROM THE FEBRUARY 7, 2019 DECISIONS BY THE PLANNING COMMISSION TO DENY THE DESIGN REVIEW PERMIT, TO TAKE NO ACTION ON THE ADMINISTRATIVE PERMIT, AND TO DIRECT STAFF TO PROCESS THE VOLUNTARY MERGER ADMINISTRATIVELY; CONCLUDING THAT THE REQUIRED FOUR FINDINGS OF FACT FOR THE DESIGN REVIEW PERMIT CANNOT BE MADE AND DENYING THE DESIGN REVIEW PERMIT; DECLINING TO TAKE ACTION ON THE ADMINISTRATIVE PERMIT FOR A PARKING REDUCTION; AND DIRECTING STAFF TO PROCESS THE VOLUNTARY MERGER ADMINISTRATIVELY. On February 7, 2019, the Planning Commission held a public hearing on entitlements related to the Dutch Bros Coffee Kiosk project. At the conclusion of the hearing, the Planning Commission voted to deny the Design Review Permit, to take no action on the Administrative Permit for the Parking Reduction and to direct staff to process the Voluntary Merger administratively. The applicant has appealed the Planning Commission's decision.

CC #: 9896

File #: 0400-08

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

9.2. North Central Roseville Specific Plan Creekside Retail - General Plan Amendment, Specific Plan Amendment, and Rezone

Memo from Associate Planner Charity Gold and Development Services Director Mike Isom recommending the City Council consider the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program adopted by the Planning Commission on February 28, 2019, and adopt RESOLUTION NO. 19-113 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE AND TO CHANGE THE TEXT WITHIN THE LAND USE ELEMENT; and adopt RESOLUTION NO. 19-114 AMENDING THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN; and adopt the two (2) findings of fact; and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE. The applicant requests approval of a General Plan Amendment, Specific Plan Amendment, and Rezone to change the land use designation on North Central Roseville Specific Plan Parcel 98A to allow development of a multi-tenant retail building. The resulting land use and zoning would increase the acreage dedicated to Regional Commercial, while reducing the acreage dedicated to General Industrial and Open Space land uses. This action has no significant impacts to the City's General Fund.

CC #: 9907

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

CONTACT: Charity Gold 916-774-5247 cgold@roseville.ca.us

10. COUNCIL / STAFF / REPORTS/ COMMENTS

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 9904
File #: 0102-06

Title: Proclamation - Child Abuse Prevention Month
Contact: Rosalinda Parra 916-774-5287 rparra@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Proclaim April 2019 as Child Abuse Prevention Awareness Month and urge all citizens to join KidsFirst, Child Abuse Prevention Council, and its engaged partners, as they support efforts to keep children safe, happy, and healthy.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Proclamations are not considered a "project" as defined by the California Environment Quality Act (CEQA) (CEQA guidelines Section 5378). Consequently, no CEQA action is required.

Respectfully Submitted,

Rosalinda Parra, Deputy Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Child Abuse Prevention Month

CITY OF ROSEVILLE



CHILD ABUSE PREVENTION MONTH

April 2019

WHEREAS, all adults and caregivers have a responsibility, as neighbors, community members and citizens of the City of Roseville to help create healthy, safe, and nurturing experiences for children and youth; and

WHEREAS, safe and healthy childhoods help produce confident, successful, and independent adults; and

WHEREAS, child abuse and neglect often occurs when people find themselves in isolated or stressful situations, without community resources, and don't know how to cope; and

WHEREAS, the majority of child abuse cases that stem from situations and conditions are preventable when communities are supportive, active and engaged; and

WHEREAS, child abuse and neglect can be reduced by making sure every family has the support it needs and deserves to raise their children in a healthy environment; and

WHEREAS, effective prevention programs succeed because of partnerships between schools, religious organizations, law enforcement agencies, the business community, and Placer County's collaborative, including the City of Roseville; and

WHEREAS, for 30 years, KidsFirst, Child Abuse Prevention Council, comprised of two counseling and family resource centers located in Roseville and Auburn, serves Western Placer County as a Child Abuse Prevention Council; and

WHEREAS, wearing the color blue, wearing a blue ribbon, or displaying a pinwheel in April will serve as a positive reminder that together, we can prevent child abuse and keep children safe.

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **APRIL 2019** as **CHILD ABUSE PREVENTION AWARENESS MONTH** and urge all citizens to join KidsFirst, Child Abuse Prevention Council, and its engaged partners, as they support efforts to keep children safe, happy, and healthy.

SIGNED this 3rd day of April, 2019.

JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 9894

File #: 0900-04-01

Title: 2019 Residential Resurfacing Project - Approval of Plans and Specifications and Authorization to Call for Bids

Contact: Paul Anderson 916-746-1300 pranderson@roseville.ca.us

Meeting Date: 4/3/2019

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the plans and specifications for the 2019 Residential Resurfacing Project and authorize staff to call for bids.

BACKGROUND

The City has a proactive residential street maintenance program designed to seal, protect, and preserve existing pavement by completing affordable asphalt resurfacing at 7 to 10 year intervals. This keeps the City residential streets in good condition and avoids pavement failure that would require more costly rehabilitation or reconstruction. The scope of the 2019 Residential Resurfacing Project consists of resurfacing approximately 26 lane miles on various City streets within the Woodcreek Oaks, Woodcreek Oaks and Foothills Junction, Maidu, and South Cirby neighborhoods and 6.5 lane miles on Automall Drive and Baseline Road. The project streets are shown on Exhibit A. Staff determines which of Roseville's streets are resurfaced using a pavement management system software that optimizes the timing of resurfacing projects based upon road condition and available funding.

Construction of the 2019 Residential Resurfacing Project is anticipated to begin in Summer 2019 and be completed in Fall 2019.

Plans and specifications for the project have been completed and are available at the City Clerk's Office for review.

Public Outreach

Public Works communication staff will inform the community about the project and construction impacts through the use of social media, the City's website, and email notifications. Also, information will be mailed to adjacent residents and businesses explaining what to expect before, during, and after the project. Prior to working on each street, the contractor will distribute door hangers at residences and display temporary "No Parking" signs with the scheduled resurfacing

date for that street.

FISCAL IMPACT

The Engineer's Estimate for this project is approximately \$3,000,000.00. This project is fully funded by Gas Tax funds, Highway Users Tax (HUT), and SB-1 Road Maintenance and Rehabilitation Account (RMRA) funds. No General Fund resources will be used.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00. in direct government spending. Based on that figure, this project will create approximately 32.6 jobs.

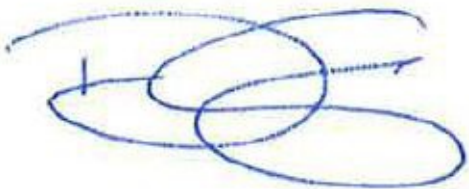
ENVIRONMENTAL REVIEW

The proposed project involves the repair and maintenance of existing facilities. 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,

Paul Anderson, Assistant Engineer

Jason Shykowski, Acting Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Project Manual Cover Sheet

Exhibit A_2019 Residential Resurfacing Plan



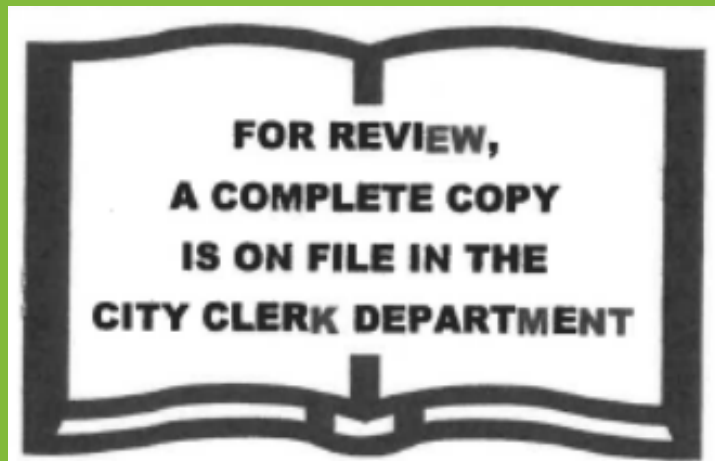
Streets & Bridges Project Manual

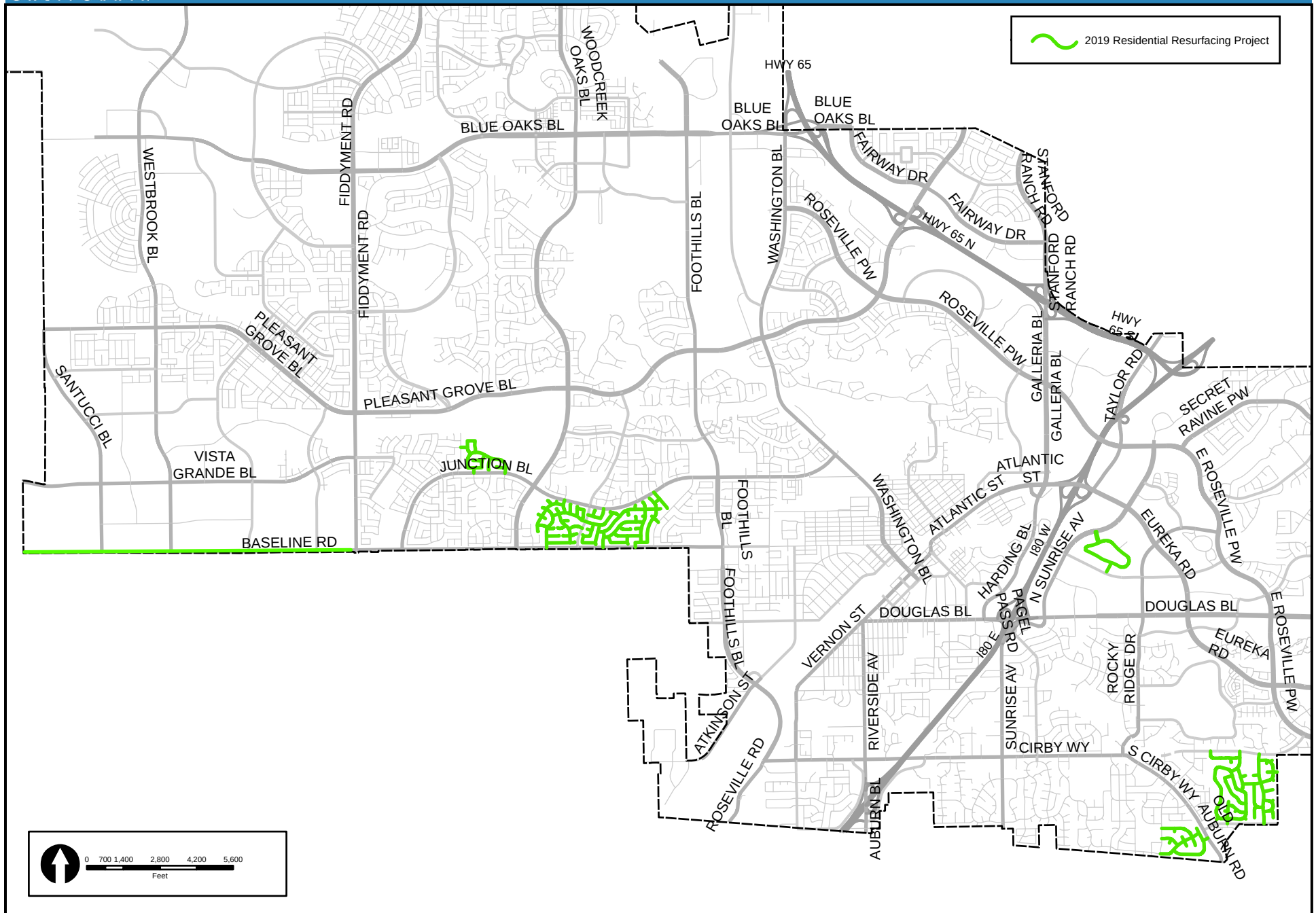
Name of project:

2019 Residential Resurfacing

Department:

Public Works - Engineering







COUNCIL COMMUNICATION

CC #: 9878
File #: 0704-01

Title: Harry Crabb Park Phase 2 Project - Approval of Plans and Specifications and Authorization to Call for Bids
Contact: Joel De Jong 916-774-5342 jdejong@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Approve the plans and specifications for the Harry Crabb Park Phase 2 Project and authorize staff to call for bids.

BACKGROUND

Harry Crabb Park is an 18.8 acre park site is located on Scarborough Drive and Secret Ravine Parkway in the Stoneridge Specific Plan. The Phase 1 project developed 7 acres of the park site. The Phase 2 project will develop the remainder of the parcel. Amenities planned for Phase 2 include a recirculating spray ground (water play area), restroom, covered picnic area, expansion and paving of the parking lot, baseball fields, turf, landscaping and irrigation. In order to meet the budget constraints, additive alternatives have been identified. These include a full basketball court, tennis and pickle ball courts, and a shade sail for the water play area.

The architect's estimate for construction for the base bid is \$5,881,693.00. The estimate for all of the additive alternatives combined is \$863,808.00. Additive alternates will be included in the construction contract as budget allows.

Bids are scheduled to be opened on May 6, 2019. Staff plans to return to Council in June 2019 to seek approval to award the project.

FISCAL IMPACT

Funding for the park construction is provided through the Citywide Park Fund and was allocated in the FY2014-15 budget. It is anticipated that a budget adjustment request for additional funding will be recommended once bids have been received. Construction of the project had been on hold because of a lack of General Fund resources available for maintenance of citywide parks. Maintenance of the Phase 2 acreage and amenities will be a new obligation funded by the additional General Fund resources provided by the Measure B half-cent local sales tax.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that guideline, this project will create 73 new jobs.

ENVIRONMENTAL REVIEW

The approved Stoneridge Specific Plan included development of specific plan Park parcel 29 which has since been named Harry Crabb Park. Development of this park site was previously evaluated in the Stoneridge Specific Plan EIR (March 2, 1998) (SCH # 97032058). The Stoneridge Specific Plan EIR provides project level analysis for the specific plan's community infrastructure and facilities, including parks. Construction of Harry Crabb Park Phase 2 Project per the revised master plan is found to be within the scope of the project covered by the original Stoneridge Specific Plan EIR. Because the proposed park master plan uses are substantially consistent with uses anticipated for this site in the Stoneridge Specific Plan and Final EIR, and because all applicable mitigation measures from the original EIR will be implemented, no new effects are expected to occur. As such, no further CEQA action is required.

Respectfully Submitted,

Joel De Jong, Park Development Analyst

Dion Louthan, Director, Parks, Recreation, and Libraries



Dominick Casey, City Manager

ATTACHMENTS:

Description

Project Manual Cover



Project Manual for the Harry Crabb Park Phase 2 Project

April 2019

The latest edition of the City of Roseville Parks Construction Standards are incorporated by reference as a part of this Project Manual. The Parks Construction Standards can be purchased at the address listed below.

Parks, Recreation & Libraries
316 Vernon Street, Suite 400
Roseville, California 95678
www.roseville.ca.us

**FOR REVIEW,
A COMPLETE COPY
IS ON FILE IN THE
CITY CLERK DEPARTMENT**





COUNCIL COMMUNICATION

CC #: 9912
File #: 0203-06

Title: Telecommunications System - Service Agreement Amendment
Contact: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve Amendment No. 1 to Service Agreement (S1904063) with Altura Communication Solutions for software support and upgrades, hardware maintenance and replacements, and 24x7 remote monitoring services for the City's telecommunication system.

BACKGROUND

The City's telecommunication software is built from Avaya hardware and software. Maintenance, monitoring, and support of these components is essential to the proper functioning of this critical system. The current Service Agreement is to provide these services for the City's voice mail system. Amendment No. 1 would Service Agreement provide these services for the City's PBX and Call Management System (CMS) as well. Maintenance and support of hardware and software components piggyback the General Services Administration GS-35F-0156V. Support from Altura piggybacks the General Services Administration GS-35F-0666W.

FISCAL IMPACT

The total cost of the amendment is \$97,186.68 for a total not to exceed \$114,430.57. Funding is included in the Information Technology department's FY2018-19 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Review Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061(b)(3)). An amendment to a service agreement for our telecommunications system does not include the potential for a significant environmental effect, and therefore is not

subject to CEQA.

Respectfully Submitted,

Matt Donaldson, Network Infrastructure Program Manager

Hong Sae, Chief Information 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 No. 19-117

SA Amendment

RESOLUTION NO. 19-117

APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND ALTURA COMMUNICATION SOLUTIONS, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, Amendment No. 1 to Service Agreement (S1904063), for telecommunications system maintenance, monitoring and support, between the City of Roseville and Altura Communication Solutions, has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

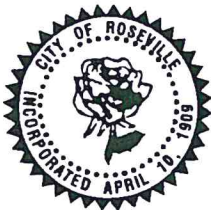
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1904063
AMENDMENT No: 1

SERVICE LOCATION: AS DIRECTED

Contractor No.: V29874

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

Contractor License No.: 842889
Business License No.:

Telephone No.: 602-458-4018

Fax:

Department: INFORMATION TECHNOLOGY

Email address: smorton@alturacs.com
Contractor: ALTURA COMMUNICATION SOLUTIONS
ATTN: SCOT MORTON
1335 SOUTH ACACIA AVENUE
FULLERTON, CA 92831

Acct. Code: 03132-5330

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Service Agreement Number S1904063 ("Agreement"), which was executed on, 3/6/19, is hereby modified as follows:

Select all provisions that apply:

- ☒ The Total Cost of Service payable under this Agreement is modified from \$17,243.89 to \$114,430.57. The purpose of this modification is to INCREASE THE SCOPE OF SERVICE FOR THE TELECOMMUNICATION SYSTEM SERVICES AND EQUIPMENT IN ACCORDANCE WITH THE ATTACHED ALTURA COMMUNICATION SOLUTIONS QUOTE FOR MASTER SALES AND MAINTENANCE AGREEMENT DATED 10/16/18 UTILIZING CMAS CONTRACT 3-14-70-3100, AVAYA GSA PRICING CONTRACT GS-35F-0156V AND ALTURA GSA PRICING CONTRACT GS-35F-0666W.

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

CONTRACTOR:

By: Robert S. Blazer

Title: PRESIDENT & CEO

By: DTC.L

Title: CHIEF FINANCIAL OFFICER

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____

Dominick Casey
City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept



Proposal for: City of Roseville

311 VERNON STREET
Roseville, CA 95678
March 25, 2019

Dear Matthew Donaldson,

Altura Communication Solutions (Altura) is pleased to present City of Roseville the enclosed telecommunications system proposal. After reviewing the information that follows, we trust you will come to know Altura as the unified communications provider best suited to meet all of your telecommunications needs.

Altura, with offices nationwide, is one of Avaya's largest authorized Diamond Business Partners and a leading provider of communications applications, equipment and services for voice and data networking solutions. For nearly two decades, enterprises throughout North America have trusted Altura to design, deploy and manage their communications networks. Altura's vast experience in the industry, top rated service, strategic partnerships and full suite of network services is a significant advantage to customers. We provide solutions to over 6,000 customer sites in government, education, healthcare and financial markets.

Your designated Point of Contact for answering any questions regarding this proposal is:

Scot Morton

Account Manager

(602) 458-4018

smorton@alturacs.com

This proposal to City of Roseville is subject to mutually agreeable Terms and Conditions. Altura proposals contained herein are non-binding. All pricing is for discussion purposes only and subject to change. Final price quote is subject to verification of requirements and configuration.



Altura Communication Solutions

1335 South Acacia Ave.
Fullerton CA, 92831



Exhibit A – Order Form

Quote For MASTER SALES AND MAINTENANCE AGREEMENT ("Agreement")
dated October 16, 2017 by and between Altura Communication Solutions, LLC and **City of Roseville** ('Customer')

PREMISES (INSTALLED AT):

City of Roseville

311 VERNON STREET
Roseville, CA 95678

Matthew Donaldson
(916) 774-5405
mdonaldson@roseville.ca.us

SERVICES PERFORMED FOR:

City of Roseville

311 VERNON STREET
Roseville, CA 95678

Matthew Donaldson
(916) 774-5405
mdonaldson@roseville.ca.us

PRICING & DATES

Purchase Price * \$0.00
Support Paid Up-Front \$97,186.68
TOTAL \$97,186.68
Support to be billed \$0.00

** Including installation and shipping if applicable, but excluding taxes*

Contract Presented February 25, 2019
Delivery * TBD
Installation Start * TBD
Cutover * TBD
In Service * TBD

** Estimated*

ATTACHMENTS

- Coverpage
- Exhibit A, Exhibit B and Schedule 1
- Support Details
- **Avaya GSA Pricing Schedule Contract# GS-35F-0156V**
- **Altura GSA Pricing Schedule Contract # GS-35F-0666W**

Upon execution by both parties, this Order Form shall be incorporated into the Agreement.

Altura Communication Solutions, LLC

City of Roseville

By

By

Name Altura Contract Administration

Name

Title Director of Contract Administration

Title

Date

Date

Schedule 1 – Quote & Exhibit B

This quote is only good for 60 days, effective: **03/01/19**.

Vendor	Description	Sale Price
Altura	Advantage PP	\$10,656.00
Avaya	Avaya Support PP	\$86,530.68
	SUPPORT Paid Up-Front	\$97,186.68
	SUPPORT TOTAL	\$97,186.68
	TOTAL At Time of Sale	\$97,186.68
	GRAND SOLUTION TOTAL	\$97,186.68

		All Pricing Excluding Taxes
100.00%	Down Payment	\$97,186.68

Support Details

Part #	Description	Term	QTY	Location	Unit Sale	Sale Price
239005	AVAYA SA ESS ONE-X AGT R2 AGENT 1YPP	12 months	1	311 Vernon Street	\$2.22	\$26.64
239017	AVAYA UPG ADV ONE-X AGT R2 AGENT 1YPP	12 months	1	311 Vernon Street	\$2.42	\$29.04
240500J	AVAYA SA ESS C/D AES R6 BSC TSAPI 1YPP	12 months	130	311 Vernon Street	\$0.20	\$312.00
240630J	AVAYA SA ESS C/D AES R6 DMCC BASIC 1YPP	12 months	40	311 Vernon Street	\$0.20	\$96.00
248554	AVAYA UPG ADV AES R6 BSC TSAPI 1YPP	12 months	130	311 Vernon Street	\$0.21	\$327.60
248614	AVAYA UPG ADV AES R6 DMCC FULL 1YPP	12 months	40	311 Vernon Street	\$1.29	\$619.20
292604J	AVAYA SA PREFER SUPT AURA R7 CORE SUITE 1YR	12 months	1900	311 Vernon Street	\$2.15	\$49,020.00
292611	AVAYA UPGRADE ADVANTAGE AURA R7 CORE SUITE 1YR	12 months	1900	311 Vernon Street	\$1.22	\$27,816.00
284959J	AVAYA SA PREF C/D DS R2 SAL GTWY VIRTUAL	12 months	1	311 Vernon Street	\$0.00	\$0.00
284960	AVAYA UPG ADV DS R2 SAL GTWY VIRTUAL	12 months	1	311 Vernon Street	\$0.00	\$0.00
291727J	AVAYA SA PREF C/D CC R7 ELITE AGT 1YPP	12 months	50	311 Vernon Street	\$5.22	\$3,132.00
291734	AVAYA UPG ADV CC R7 ELITE AGT 1YPP	12 months	50	311 Vernon Street	\$3.08	\$1,848.00
293108	AVAYA SA PREF CMS R18 AGT 1-250 1YPP	12 months	50	311 Vernon Street	\$1.89	\$1,134.00
293114	AVAYA UPG ADV CMS R18 AGT 1-250 1YPP	12 months	50	311 Vernon Street	\$3.08	\$1,848.00
293198	AVAYA SA PREF CMS R18 SUPERVISOR 1YPP	12 months	5	311 Vernon Street	\$5.37	\$322.20
293210	AVAYA SA PREF CMS R18 INITIAL ACD 1YPP	12 months	1	311 Vernon Street	\$0.00	\$0.00
295201J	AVAYA SA PREF C/D UPG AURA R7 TRK	12 months	1	311 Vernon Street	\$0.00	\$0.00
				Avaya Support PP		\$86,530.68
				AVAYA SUPPORT TOTAL		\$86,530.68
AA	Altura AA HW Core switch excluding phone sets	12 months	1900	311 Vernon Street	\$0.42	\$9,576.00
AA AES 85	Altura AVAYA AES Server Hardware	12 months	1	311 Vernon Street	\$90.00	\$1,080.00
				Altura Advantage PP		\$10,656.00
				ALTURA ADVANTAGE TOTAL		\$10,656.00

AN = Annual Payment

PP = Prepaid Payment

The End Customer may terminate their Avaya Support Advantage Services at any time during the current term upon at least 45 days written notice and shall be subject to payment of: (i) Support Advantage charges up to and including the date of termination, and (ii) cancellation fees. Cancellation fees shall be equal to the greater of Support Advantage charges that would otherwise be payable for the affected Support Advantage coverage for the remainder of the year of the Term in effect as of the effective date of the termination OR, 50% of the remainder of the Term in effect as of the effective date of the termination. The parties agree that the cancellation fees are liquidated damages comprising a reasonable estimate of Avaya's damages in the event of the Customer's early termination and are not a penalty. Unless already paid, the cancellation fees shall be immediately due and payable upon cancellation.

Maintenance Start Date

03/01/19



COUNCIL COMMUNICATION

CC #: 9883

File #: 0900-04-02

Title:	Hillcrest Drainage Improvement Project - Approval of Plans and Specifications and Authorization to Call for Bids
Contact:	Noah Siviglia 916-746-1379 nsiviglia@roseville.ca.us

Meeting Date: 4/3/2019

Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council approve the revised plans and specifications for the Hillcrest Drainage Improvement Project and authorize staff to call for bids.

BACKGROUND

At its May 10, 2017 meeting, the City Council approved plans and specifications and authorized staff to call for bids for the original Hillcrest & Crestmont Drainage Improvement project. The project was designed to upsize the storm drain pipelines throughout the Hillcrest neighborhood as well as construct upgrades to the storm drain inlets, install curb ramps, and replace damaged sections of curb and gutter.

The planned improvements for the Crestmont neighborhood will install a diversion storm drain pipeline on Piedmont Way from Sheridan Ave to S. Cirby Way to reduce the flow down-system of Piedmont Way, and allow for increased capacity at impacted curb inlets.

The project was advertised two times. The first advertisement did not yield any bids and the subsequent advertisement (March 6, 2018 bid opening) yielded bids substantially higher than the funds available for the project.

At its February 20, 2019 meeting, the City Council approved staff recommendations for the rejection of bids and an amendment to the Professional Design Service Agreement with Wood Rodgers Inc. The amendment was necessary to incorporate value engineering cost-saving design modifications, and to repackage the plans and specifications for readvertisement. The updated project bid package will also include drainage improvements that have been identified as less critical and various concrete repairs as alternate bid item improvements that will be included in the project as the budget allows. Additionally, the planned improvements within the Crestmont neighborhood will be included as an alternate bid item to be awarded based on the available budget.

Construction is anticipated to begin in Summer 2019, with completion by early 2020.

Construction plans and specifications for the project have been completed and are available at the City Clerk's Office for Council's review.

PUBLIC COMMUNICATION: This past fall, an informational flier was mailed to the residents

within the project area which explained the project's scope and status. The residents were also invited to a public meeting to discuss the project status and to understand the challenges encountered with awarding the project as designed. Staff discussed available budget and modifications required to allow the project to be constructed. Approximately 10 residents attended the meeting to discuss the project, all showing support and appreciation for the project. The meeting was also attended by a few residents wanting to discuss the condition of the pavement within the neighborhood. These questions were addressed by staff from the Street Maintenance Division who were in attendance at the meeting.

Prior to construction, staff will send an informational flier to all residents within the project area informing them of the project, detailing what to expect, and providing the anticipated construction schedule. The flier will contain an invitation to a neighborhood meeting to discuss project specifics and give residents an opportunity to share any concerns. Additionally, staff will be working with the Public Works Marketing & Communications Analyst to disseminate the latest project information through the City's website and communication channels including, but not limited to, e-mail/text message notifications, social media, and earned news coverage.

FISCAL IMPACT

The engineer's estimate for the base project is \$3.75 million and is fully funded with Gas Tax. Alternate bid items will be awarded as the budget allows. No General Fund resources are allocated for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Council approval of plans, specifications and bid authorization does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Noah Siviglia, Associate Engineer

Jason Shykowski, Acting Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

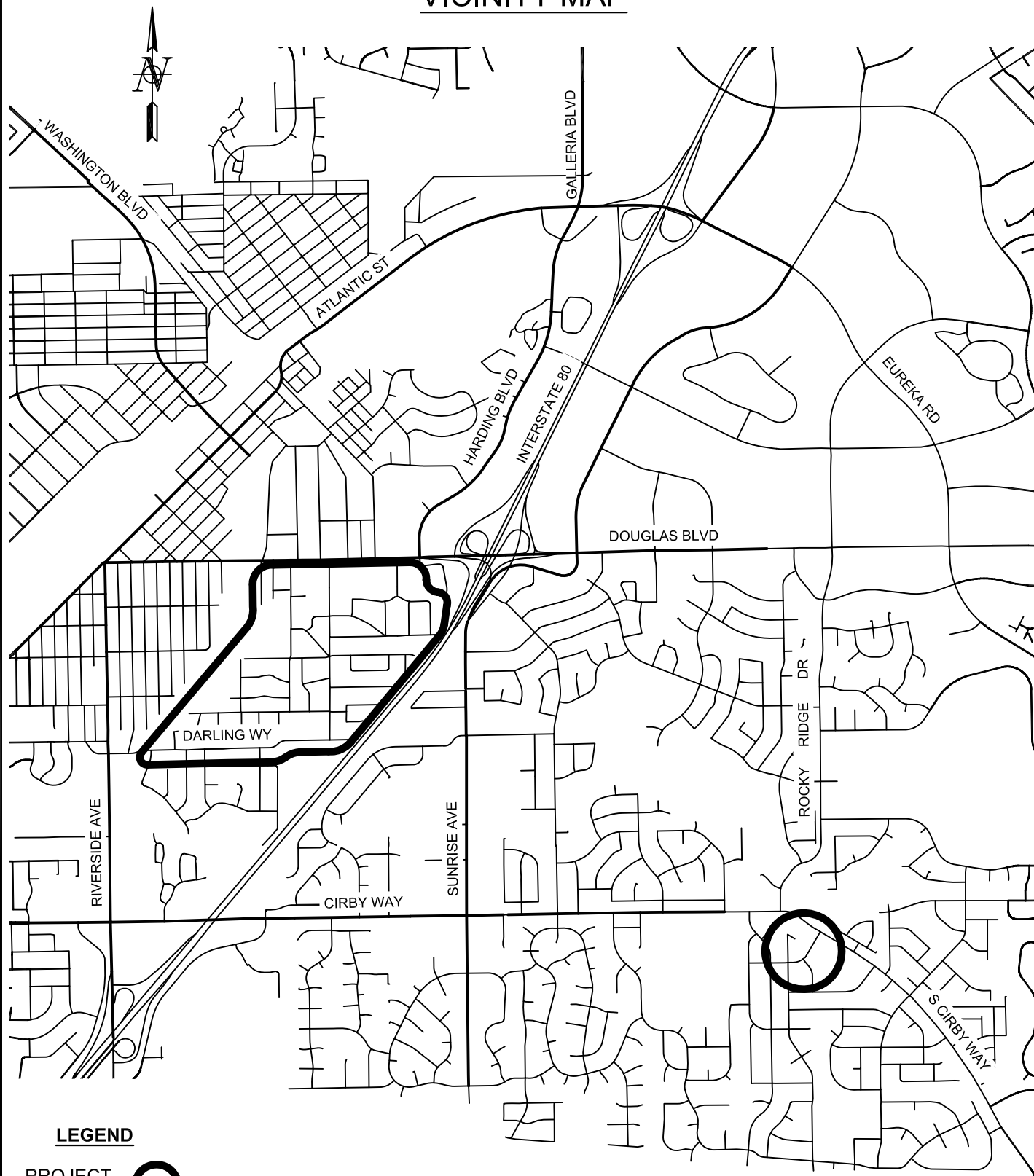
Description

Project Location Map

Project Manual Cover Page

"EXHIBIT A"

HILLCREST AND CRESTMONT DRAINAGE IMPROVEMENT PROJECT VICINITY MAP



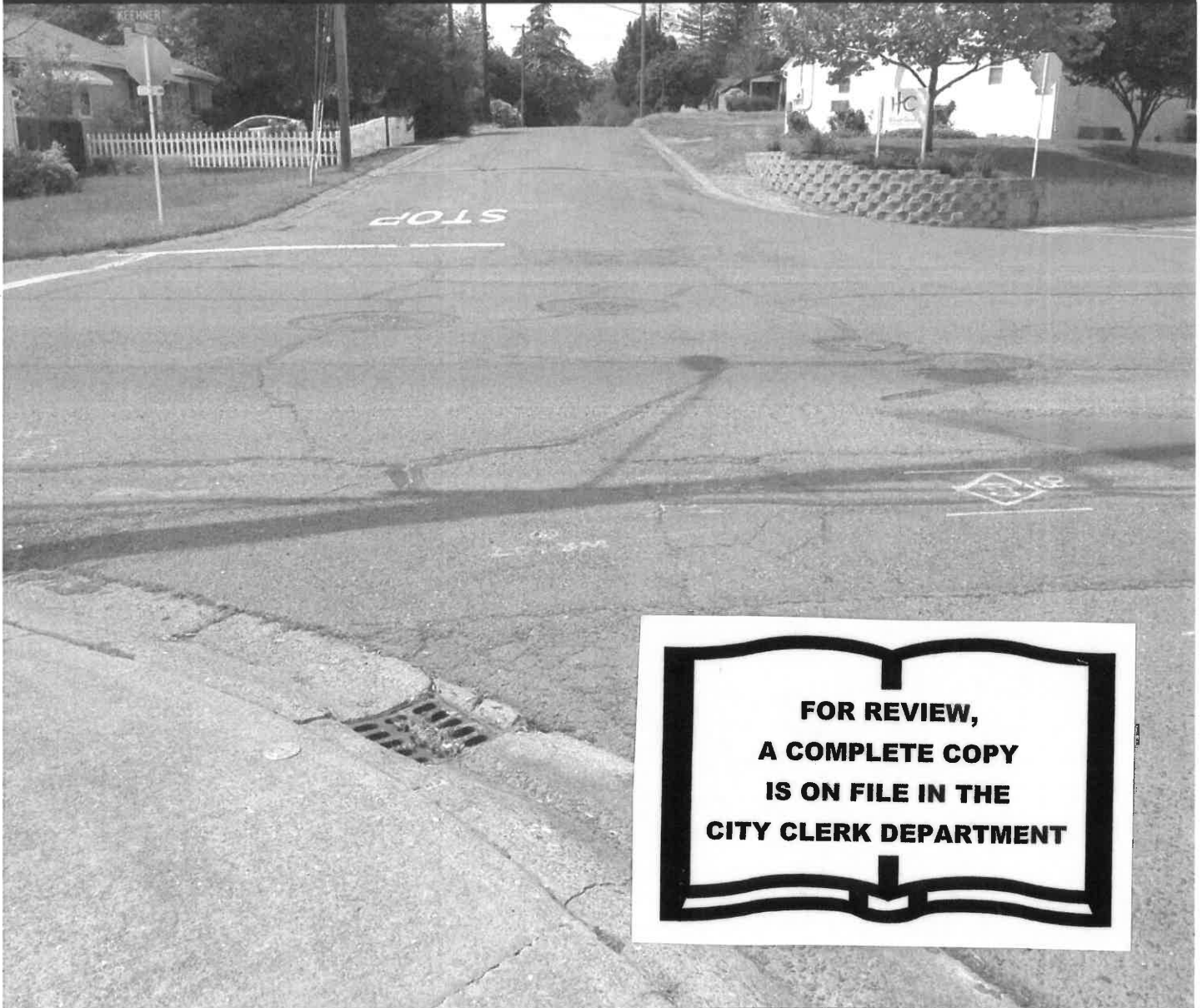
LEGEND

PROJECT
LOCATION



Hillcrest & Crestmont Drainage Improvement Project

Public Works - Engineering



**FOR REVIEW,
A COMPLETE COPY
IS ON FILE IN THE
CITY CLERK DEPARTMENT**



COUNCIL COMMUNICATION

CC #: 9886
File #: 0704-01

Title: Pistachio Regional Park, Phase 1 - Approval of Plans and Specifications and Authorization to Call for Bids
Contact: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Recommend Council approve the plans and specifications for Pistachio Regional Park, Phase 1 and authorize staff to call for bids.

BACKGROUND

Pistachio Regional Park (formerly parksite F-56) is a 44-acre joint-use city-wide park site located in the West Roseville area off of West Park Drive and High School Road. The Phase 1 project includes a baseball field, softball field, parking lot, walkways, landscape and irrigation. Additive alternatives have also been identified and include paving the parking lot, constructing a restroom building and constructing a second softball field.

Bids are scheduled to be opened on April 22, 2019. Staff plans to return to Council in May 2019 to seek approval to award the project.

FISCAL IMPACT

The estimate for construction for the base bid is \$5,783,006.00. Funding for the project is provided through the West Roseville Citywide Park Development Fund. Maintenance for all citywide parks is typically paid by the General Fund but, in this case, it is proposed to be partially offset by the Roseville Joint Union High School District for the first five years.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that guideline, this project will create 62 new jobs.

ENVIRONMENTAL REVIEW

Development of WRSP Park Site F-56 was originally evaluated in the project level West Roseville Specific Plan and EIR (2004) (SCH # 2002082057) and then later in the Addendum to West Roseville Specific Plan EIR: Pistachio Park (F-56) Project (SCH#2002082057)(June 2018). Because the Park F-56 project is consistent with the WRSP EIR Addendum, no new effects would be expected to occur and all applicable mitigation measures from the applicable prior EIR's will be implemented during the design and construction of the proposed project. As such, no additional environmental documentation is required.

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Dion Louthan, Parks, Recreation, and Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Project Manual Cover Page

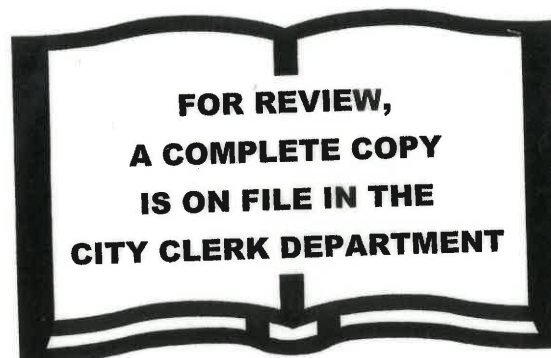


Project Manual for the Pistachio Regional Park Project

April 2019

The latest edition of the City of Roseville Parks Construction Standards are incorporated by reference as a part of this Project Manual. The Parks Construction Standards can be purchased at the address listed below.

Parks, Recreation & Libraries
316 Vernon Street, Suite 400
Roseville, California 95678
www.roseville.ca.us





COUNCIL COMMUNICATION

CC #: 9884

File #: 0704

Title: On-Call Inspection Services - Service Agreement Amendment

Contact: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

Meeting Date: 4/3/2019

Item #: 7.6.

RECOMMENDATION TO COUNCIL

Adopt a resolution authorizing the City Manager to execute Amendment No. 1 to Service Agreement S1909079 with 4Leaf, Inc., and authorizing the City Manager to execute it as well as the final one-year renewal (FY2019-20) in the amount of \$200,000.00 without further Council approval.

BACKGROUND

In June 2018, Council approved a service agreement renewal with 4Leaf, Inc. for \$100,000.00. This was the first renewal of two optional one-year renewals. In addition, Council authorized the City Manager to execute the remaining one-year renewal without further Council action.

Subsequently, the projected workload has increased to a total of six new parks - RG Phillips, Roccucci, F-97, Pistachio Regional, and if Council should elect to move forward – Crabb Park and Central Park. In addition to new park projects, development of new streetscapes are ongoing and require inspections.

Staff is requesting approval of a service agreement amendment to increase service agreement S1909079 from \$100,000.00 to a total of \$200,000.00 for the current fiscal year (FY2018-19). Staff is also requesting that Council authorize the City Manager to execute the final one-year renewal (FY2019-20) in the amount of \$200,000.00.

FISCAL IMPACT

The amendment will increase the service agreement amount by \$100,000.00 bringing the total amount for service agreement S1909079 to \$200,000.00 for the current fiscal year (FY2018-19). The on-call services agreement does not guarantee an annual amount of work and is in place on an "as needed" basis. Work performed under this service agreement will utilize developer fees and/or capital improvement project accounts.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created through this service agreement.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Approval of an amendment to a service agreement for on-call construction inspection services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Dion Louthan, Parks, Recreation & Libraries Director

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 No. 19-101

Service Agreement

RESOLUTION NO. 19-101

APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND 4LEAF, INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, Amendment No. 1 to Service Agreement (S1909079), for on-call parks construction inspection services, between the City of Roseville and 4Leaf, Inc., has been prepared and reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment to service 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 or her designee is authorized to execute one (1) additional one (1) year renewal without further City Council approval, provided that the applicable budget is approved by the City Council.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1909079
AMENDMENT No: 1

SERVICE LOCATION: AS DIRECTED

Contractor No.: V39537

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

Contractor License No.:
Business License No.: 824356

Telephone No.: 916-965-0010 Fax: 916-965-0013

Department: PARKS, RECREATION & LIBRARIES

Email address: bgross@4leafinc.com
Contractor: 4LEAF, INC
ATTN: BERT GROSS
8896 NORTH WINDING WAY
FAIR OAKS, CA 95628

Acct. Code: 90160-5101

Buyer: LONI COUNTRYMAN
Phone: 916-774-5734

Service Agreement Number S1909079 ("Agreement"), which was executed on, 6/6/18, is hereby modified as follows:

Select all provisions that apply:

- ☐ The Contractor name is hereby changed from _____ to _____
- ☐ The term of the Agreement is reduced by _____ (days/months/years) and the expiration date of the Agreement is changed from _____ to _____
- ☒ The Total Cost of Service payable under this Agreement is modified from \$100,000.00 to \$200,000.00. The purpose of this modification is to PROVIDE ADDITIONAL SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL 13-045 AND CONTRACTOR'S PROPOSAL THERETO TITLED "ON-CALL PARKS CONSTRUCTION INSPECTION SERVICES" DATED 3/9/17 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF THE CITY OF ROSEVILLE REQUEST FOR PROPOSAL 13-045 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

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

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

CONTRACTOR: 4LEAF, Inc.

By: Kevin Duggan
Title: President, 4LEAF, Inc

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: Dominick Casey
City Manager

By: _____
Title: _____

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept



COUNCIL COMMUNICATION

CC #: 9911

File #: 0704

Title: On-Call Landscape Construction Services - Service Agreement

Contact: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

Meeting Date: 4/3/2019

Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff requests City Council adopt a resolution approving the service agreement for on-call landscape construction services with Clearwater Landscape Services, Inc., and authorize the City Manager to execute the agreement. Additionally, authorize the City Manager to execute the remaining renewal years without further Council approval, contingent upon renewal of the budget each year as well as approval of bonds by the City Attorney's office.

BACKGROUND

In January 2019, the Parks, Recreation, & Libraries Department issued a Request for Proposals (RFP) to provide landscape construction and repair services on an as-needed basis. Five (5) firms submitted proposals, which were then ranked based on contractor qualifications, cost, and experience. Clearwater Landscape Services, Inc. was the top ranked firm. The agreement includes a one-year base term with the option of three additional one-year extensions.

FISCAL IMPACT

The value of this service agreement is up to \$500,000.00 for each fiscal year. The agreement includes a one year base term with the option of three additional one-year extensions, not to exceed annual budgeted amounts. Funding for on-call landscape construction services shall be provided through: 1) Parks, Recreation and Library Capital Fund 2) approved operating budgets and/or 3) community facilities district/landscape & lighting district budgets. Project specific quotes will be obtained prior to the start of any work.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on the Federal guideline of one job created for every \$92,000 in government spending, this will generate five jobs.

ENVIRONMENTAL REVIEW

The proposed project involves repair and rehabilitation of existing facilities. 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,

Joel De Jong, Park Development Analyst

Dion Louthan, Parks, Recreation & Libraries Director

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 No. 19-116

Service Agreement Clearwater

RESOLUTION NO. 19-116

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CLEARWATER CONSTRUCTION SERVICES, INC. DBA CLEARWATER LANDSCAPE SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (S1909093) for on-call landscape construction services, between the City of Roseville and Clearwater Construction Services, Inc. dba Clearwater Landscape Services, Inc., has been reviewed by the Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1909093**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1902701 DATE: 3/5/19

SUBMIT ALL INVOICES TO:

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

Contractor No.: V40409
Telephone No.: 916-987-3081 Fax: 916-987-3083
Email address: kelsi@clearwatercsc.com
Contractor: CLEARWATER CONSTRUCTION
SERVICES, INC.
DBA CLEARWATER LANDSCAPE SERVICES, INC.
ATTN: KELSI JONES
3908 PLACITAS DR.
CAMERON PARK, CA 95682

Department: PARKS, RECREATION & LIBRARIES

Acct. Code: 08501-5101

Buyer: LONI COUNTRYMAN
Phone: 916-774-5734

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/20	Approved by Risk Mgt.	STACIE MARCHETTI

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

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL (RFP) #13-068 TITLED "ON-CALL LANDSCAPE CONSTRUCTION SERVICES" AND CONTRACTOR'S PROPOSAL THERETO TITLED "ON-CALL LANDSCAPE CONSTRUCTION SERVICES RFP" (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF THE CITY OF ROSEVILLE RFP #13-068 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT STACIE MARCHETTI AT 916-774-5246 FOR QUESTIONS REGARDING THIS SERVICE AGREEMENT.

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

Total Cost of Service: \$ **500,000.00**

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

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

Roseville Business License No.: _____ Contractor License No.: 843399 DIR Registration No.: 1000000558

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

Dominick Casey, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given 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>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
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. 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.
18. 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.

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$22,790 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 Requirements if required by Agreement (and marked below):

☒ Construction	☐ Design Professional	☐ Chemical/Environmental
General Liability: \$2 Million/occurrence \$4 Million aggregate	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
☐ IT Services	☐ Professional Consultant	☐ Hazardous Materials
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Pollution Liability: \$1 Million/occurrence
☐ Special Events/Caterers-Vendors	☐ Professional Counseling/Psychological	☐ Pyrotechnics
No auto required No workers' comp required	Professional Liability: \$1 Million/occurrence No auto required	General Liability: \$5 Million/occurrence \$10 Million aggregate 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



COUNCIL COMMUNICATION

CC #: 9888

File #: 0203-07 & 0201-01

Title: Steel Pole Foundations (RFQ 10-3197) - Service Agreement and Budget Adjustment

Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 4/3/2019

Item #: 7.8.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution approving a service agreement with Edward T. Navickis for the materials and labor to construct and install three steel pole foundations and authorizing the City Manager to sign the service agreement and authorizing the Electric Utility Director or her designee to approve change order requests for this project up to 10% (\$13,950.00) as a construction contingency, for a total of \$153,450.00.

Additionally, recommend City Council adopt an ordinance approving a budget adjustment of \$100,000.00 to transfer available resources in the Roseville Electric Department's Electric Construction Fund to the 60kV Restraining CIP.

BACKGROUND

The Electric Department has identified the need to replace three existing wood poles with steel poles in order to increase reliability. The installation of these steel poles requires drilling large diameter holes and backfilling with concrete. The proposed service agreement is for the construction work required to drill these holes and pour the concrete.

A formal bid was issued with the following vendor responses:

<u>Bidder</u>	<u>Sum Total</u>
Swierstok Enterprises Inc. dba Pro Builders Orangevale, CA	\$178,450.00
Edward T. Navickis Penn Valley, CA	\$139,500.00

FISCAL IMPACT

The cost of the agreement is \$139,500.00. Authorized change orders on an as-needed basis up to 10% (\$13,950), as a construction contingency, would bring the total contract amount to \$153,450.00. Funding is included in the FY2018-19 Roseville Electric Department's Electric Construction Fund.

The budget adjustment will transfer funds in the FY2018-19 Roseville Electric Department's Electric Construction Fund to the 60kV Restraining CIP. Any remaining contingency left upon project completion will remain in the 60kV Restraining CIP to be used for future 60kV line work.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration of existing public facilities, and replacement of existing structures/facilities. This activity is categorically exempt from CEQA as both a Class 1 and Class 2 Exemption (State CEQA Guidelines Sections 15301 and 15302). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Babette Owens, Buyer

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-102

Service Agreement

Ordinance No. 6069

Budget Adjustment

RESOLUTION NO. 19-102

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
EDWARD T. NAVICKIS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (S1903208) for labor and materials to construct and install three (3) steel pole foundations at the Blue Oaks Commerce Center, between the City of Roseville and Edward T. Navickis, has been reviewed by the Council;

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1903208**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: R1902632 DATE: 2/7/19

SUBMIT ALL INVOICES TO:

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

Contractor No.: V41954
Telephone No.: (530) 777-8123 Fax:
Email address: asianwings2@yahoo.com
Contractor: EDWARD T. NAVICKIS
ATTN: EDWARD NAVICKIS
P.O. BOX 910
PENN VALLEY, CA 95946

Department: ELECTRIC

Acct. Code: 400002-6130/134008-30

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

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	UPON FINAL PAYMENT	Approved by Risk Mgt.	JOSHUA CAMPBELL

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

VENDOR SHALL PROVIDE THE LABOR AND MATERIALS TO CONSTRUCT AND INSTALL (3) STEEL POLE FOUNDATIONS THE BLUE OAKS COMMERCE CENTER IN ACCORDANCE WITH ALL THE SPECIFICATIONS, TERMS AND CONDITIONS, A ADDENDUM OF RFQ 10-3197.

CONTACT JOSHUA CAMPBELL AT (916) 774-5698 FOR QUESTIONS REGARDING THIS AGREEMENT.

Total Cost of Service: \$ **139,500.00**

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

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

Roseville Business License No.: _____ Contractor License No.: 581852 DIR Registration No.: 1000060737

☒ SOLE PROPRIETOR

☐ PARTNERSHIP

☐ CORPORATION

CONTRACTOR: Edward T Navickis Edward T. Navickis owner
SIGNATURE PRINT NAME TITLE

CONTRACTOR: Edward T. Navickis Edward T Navickis owner
SIGNATURE PRINT NAME TITLE

By: _____

Dominick Casey, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

ORDINANCE NO. 6069

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for concrete work required for replacing three wooden poles with steel poles, per the request of the Electric Department as listed on the attached Request for Budget Adjustment in the amount of \$100,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

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

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

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

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Joshua Campbell/Joanna Cucchi **EC**

DEPARTMENT/DIVISION*: Electric/Engineering

FISCAL YEAR/EFFECTIVE DATE*: FY2019

PROPOSED COUNCIL DATE (if applicable): 04/03/2019

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
100,000	40002	6130	491	134008	45	60kV restringing
\$ 100,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
100,000			491			Electric Construction Fund/Available Resources
\$ 100,000	TOTAL					

FINANCE USE	Approved:				
		3/4/19			3/4/19
	BUDGET MANAGER/DISEGNEE	DATE		Finance Director	DATE

Justification for Budget Adjustment*:

Bids were received for the concrete work required for replacing three wooden poles with steel poles. The cost of the concrete work exceeds to available project funds. An additional \$100,000 is required to complete the work specified in the contract.

Approved:		Approved:	
	2-22-19		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 9899

File #: 0900-02 & 0201-01

Title: Shadowbrook Lift Station and Force Main Project, Riparian and Oak Woodland Restoration - Service Agreement and Budget Adjustment
Contact: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Meeting Date: 4/3/2019

Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends City Council:

- 1) Adopt an ordinance approving the attached budget adjustment that will transfer \$25,000.00 from the Wastewater Rehabilitation Fund to the Shadowbrook Pump Station and Force Main Project (#143501), and
- 2) Adopt a resolution to approve the service agreement with Triangle Properties, Inc. for the Shadowbrook Lift Station and Force Main Project's Riparian and Oak Woodland Restoration Phase (Project # 143501), authorize the City Manager to execute it, and authorize the Environmental Utilities Director or his designee to approve and pay for contract change orders for this project that could increase the contract amount by no more than 10% (\$13,698.00) or a not-to-exceed total contract amount of \$150,678.00.

BACKGROUND

Phase 1 of the Shadowbrook Lift Station and Force Main Project (Project) was completed in April 2017 and included retrofit of the existing lift station and emergency storage construction. Phase 2 of the Project was completed in October 2018 and included the installation of two 6-inch force mains across Dry Creek, to replace an aging 6-inch force main. The purpose of the Riparian and Oak Woodland Restoration Phase is to satisfy the Project's resource agency permit requirements, including the Project's California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement (SAA, Notification No. 1600-2016-0112-R2), National Marine Fisheries Service (NMFS) Biological Opinion (NMFS No. WCR-2017-7953), the Project's Initial Study and Mitigated Negative Declaration (IS/MND), and Section 19.66.070 of the Roseville Municipal Code. This final phase of the Project will restore the habitat on the Dry Creek banks disturbed during the Phase 2 construction, and provide the five years of maintenance and monitoring required by the resource agency permits. This restoration could begin as soon as April 2019.

On January 8, 2019, three contractors proposed on the Project restoration phase. The proposals were evaluated by Environmental Utilities Department staff and ranked based on the criteria specified in the Request for Proposals No. 08-046 (RFP). Staff determined that Triangle Properties, Inc.'s proposal provided the best value relative to the services provided. Triangle Properties will perform the plantings and irrigation installation and maintenance, and provide five years of the permit agencies' required monitoring and reporting.

Copies of the Triangle Properties Service Agreement (Exhibit A) are attached.

FISCAL IMPACT

The existing contract budget is \$2,075,001.00. To date, a total of \$1,916,535.00 has been spent to complete Phases 1 and 2 including secondary labor and other expenses. The remaining available budget for this phase is \$158,466.00.

Additional Funds Requested: The construction contract to Triangle Properties for the Riparian and Oak Woodland Restoration Phase is \$136,980.00, and the requested contract change order budget at \$13,698.00 would increase the total construction contract amount to \$150,678.00. Staff estimates that an allowance of \$32,788.00 for additional staff labor and expenses will be needed for this phase. Therefore a \$25,000.00 budget adjustment is requested to assure there are adequate funds in the Project budget over the next five years to complete the restoration phase and meet mitigation and permit requirements. Funding for this Project is from the Wastewater Rehabilitation Fund. The Request for Budget Adjustment form (Exhibit B) is attached.

ECONOMIC DEVELOPMENT / JOBS CREATED

No additional jobs will be created.

ENVIRONMENTAL REVIEW

Project implementation was previously evaluated in the Initial Study and Mitigated Negative Declaration (IS/MND) prepared for the Shadowbrook Lift Station and Force Main Project (SCH# 2016032076) (Adopted by the City Council June 1, 2016). The restoration plans included in the service agreement are consistent with the project evaluated in the adopted IS/MND so no additional CEQA action is required to award the services agreement.

Respectfully Submitted,

Tracie Mueller, Senior Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-111

Exhibit A: Triangle Properties Service Agreement

Ordinance No. 6073

Shadowbrook LS and FM Project Budget Adjustment

RESOLUTION NO. 19-111

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

WHEREAS, a service agreement (S1909090) for the Shadowbrook Lift Station and Force Main Project's Riparian and Oak Woodland Restoration Phase, between the City of Roseville and Triangle Properties, Inc., has been reviewed by the Council;

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1909090**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1902586 DATE: 2/20/19

SUBMIT ALL INVOICES TO:

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

Contractor No.: V41944
Telephone No.: 916-480-5505 Fax:
Email address: bbaba@teichert.com
Contractor: TRIANGLE PROPERTIES, INC.
ATTN: BARRY BABA
3500 AMERICAN RIVER DRIVE
SACRAMENTO, CA 95864

Department: ENVIRONMENTAL UTILITIES

Acct. Code: 30503-5101/143501-30

Buyer: LONI COUNTRYMAN
Phone: 916-774-5734

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	12/31/23	Approved by Risk Mgt.	TRACIE MUELLER

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL (RFP) #08-406 TITLED "SHADOWBROOK LIFT STATION AND FORCE MAIN PROJECT: RIPARIAN AND OAK WOODLAND RESTORATION" AND CONTRACTOR'S INITIAL PROPOSAL THERETO TITLED "SUMMARY OF QUALIFICATIONS AND PROPOSAL FOR RIPARIAN AND OAK WOODLAND RESTORATION SERVICES" AS FURTHER CLARIFIED IN "COST PROPOSAL SHADOWBROOK LIFT STATION AND FORCE MAIN PROJECT: RIPARIAN AND OAK WOODLAND RESTORATION" DATED 1/8/19 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF THE PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT TRACIE MUELLER AT 916-774-5688 FOR QUESTION REGARDING THIS SERVICE AGREEMENT.

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

Total Cost of Service: \$ **136,980.00**

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

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

Roseville Business License No.: 0083958 Contractor License No.: 1019754 DIR Registration No.: 1000043924

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____
Dominick Casey, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given 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>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
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. 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.
18. 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.

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$22,790 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 Requirements if required by Agreement (and marked below):

☒ Construction	☐ Design Professional	☐ Chemical/Environmental
General Liability: \$2 Million/occurrence \$4 Million aggregate	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
☐ IT Services	☐ Professional Consultant	☐ Hazardous Materials
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Pollution Liability: \$1 Million/occurrence
☐ Special Events/Caterers-Vendors	☐ Professional Counseling/Psychological	☐ Pyrotechnics
No auto required No workers' comp required	Professional Liability: \$1 Million/occurrence No auto required	General Liability: \$5 Million/occurrence \$10 Million aggregate 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

ORDINANCE NO. 6073

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Shadowbrook Pump Station and Force Main project for Riparian and Oak Woodland Restoration, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$25,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

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

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

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

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Tracie Mueller

DEPARTMENT/DIVISION*: EU Technical Services/Engineering

FISCAL YEAR/EFFECTIVE DATE*: FY19

PROPOSED COUNCIL DATE (if applicable): ~~03/06/2019~~ 4/3/19

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
25,000	30503	6130	474	143501	45	Wastewater Rehabilitation
\$ 25,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
25,000			474			Available Resources - Wastewater Rehab Fund
\$ 25,000	TOTAL					

FINANCE USE	Approved:				
		3/5/19		3/5/2019	
BUDGET MANAGER/DESIGNEE		DATE		Finance Director:	Date

Justification for Budget Adjustment*:

This budget adjustment is necessary to complete the Shadowbrook Pump Station and Force Main Project Riparian and Oak Woodland Restoration and close out the project's environmental permits

Approved:		Approved:	
	1/25/19		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 9873
File #: 0203-05

Title: 800 MHz Radio System - Service Agreement Amendment
Contact: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve an amendment to a service agreement with CDX Wireless, Inc. to assist the City in auditing and optimizing its new 800MHz radio system, and authorize the City Manager to execute it.

BACKGROUND

The City has engaged CDX Wireless, Inc. (CDX) to audit and optimize its new 800MHz radio system. It is the only company with the institutional and intimate knowledge of the City's radio system necessary to provide these services. This unique knowledge was obtained through hundreds of hours previously spent at project inception when it assisted with the creation of the City's 800MHz Strategic Plan, the creation of the City's RFP, and evaluation of the proposals as well as vendors selection. Authorization of an amendment for additional funds is needed to complete the audit and optimization process.

FISCAL IMPACT

The cost of the amendment is \$27,210.00, bringing the total cost for this service agreement for FY2018-19 to \$50,000.00. Funding is included in the 800MHz Radio System Capital Improvement Project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Review Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061(b)(3)). Approving an amendment to a service agreement for wireless services does not include the potential for a significant environmental effect, and therefore is not subject to

CEQA.

Respectfully Submitted,

Matt Donaldson, Network Infrastructure Program Manager

Hong Sae, Chief Information Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-94

Service Agreement Amendment

RESOLUTION NO. 19-94

APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND CDX WIRELESS, INC., AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, Amendment No. 1 to Service Agreement (S1909065), for the 800 MHz radio system, between the City of Roseville and CDX Wireless, Inc., has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1909065
AMENDMENT No: 1

SERVICE LOCATION: AS DIRECTED

Contractor No.: V40389

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

Contractor License No.:
Business License No.:

Telephone No.: 925-270-8734

Fax:

Department: INFORMATION TECHNOLOGY

Email address: bob.simmons@cdxwireless.com
Contractor: CDX WIRELESS, INC.
ATTN: BOB SIMMONS
4900 HOPYARD ROAD, SUITE 100
PLEASANTON, CA 94588

Acct. Code: 03130-5101

Buyer: LONI COUNTRYMAN
Phone: 916-774-5734

Service Agreement Number S1909065 ("Agreement"), which was executed on, 10/18/18, is hereby modified as follows:

Select all provisions that apply:

- ☐ The Contractor name is hereby changed from _____ to _____
- ☐ The term of the Agreement is reduced by _____ (days/months/years) and the expiration date of the Agreement is changed from _____ to _____
- ☒ The Total Cost of Service payable under this Agreement is modified from \$22,790.00 to \$50,000.00. The purpose of this modification is to PROVIDE ADDITIONAL RADIO SYSTEM CONSULTATION SERVICES ON AN AS-NEEDED BASIS.

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

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

CONTRACTOR:

By: Robert Simmons
Title: President - CDX Wireless Inc.

By: _____

Title: _____

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: Dominick Casey
City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept



COUNCIL COMMUNICATION

CC #: 9876
File #: 0800-05

Title: Enterprise Resource Planning Project Data Conversion Consultant - Service Agreement Amendment
Contact: Duke Arakaki 916-774-5212 darakaki@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to sign Amendment No. 2 to Service Agreement S1809348 with Kahana Consulting to perform data extractions in support of the Enterprise Resource Planning (ERP) project in the amount of \$10,000.00 and extend the contract expiration date to September 1, 2019.

BACKGROUND

The Enterprise Resource Planning (ERP) project is in its final stages of implementation with a scheduled Go Live date of July 1, 2019. Since the data from the current legacy system is critical for the ERP system, Kahana Consulting will perform data extractions to support the ERP project data conversion needs. Kahana Consulting has expertise in the City's legacy system and successfully helped the City for several years. Their knowledge of our legacy system environment will give the best chance of success for ERP project data conversion. Upon amendment, Kahana Consulting will perform data extractions as needed for the ERP project.

FISCAL IMPACT

The additional cost for the second amendment is \$10,000.00, bringing the total not-to-exceed amount to \$40,000.00. Funding is included in the ERP Capital Improvement Project budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no economic development or job creation from this amendment.

ENVIRONMENTAL REVIEW

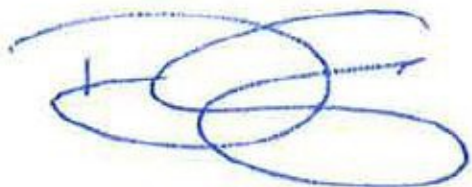
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA

Guidelines §15061(B)(3)). Services provided by Kahana Consulting do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Duke Arakaki, IT Program Manager - Enterprise Systems

Hong Sae, Chief Information Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-97

Signed Service Agreement

RESOLUTION NO. 19-97

APPROVING AMENDMENT NO. 2 TO SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND KAHANA CONSULTING, AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, Amendment No. 2 to Service Agreement (S1809348), for remote assistance with data extraction for the Enterprise Resource Planning (ERP) project, between the City of Roseville and Kahana Consulting, has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1809348
AMENDMENT No: 2

SERVICE LOCATION: AS DIRECTED

Contractor No.: V40449

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

Contractor License No.:
Business License No.:

Telephone No.: 425-941-1577

Fax:

Department: INFORMATION TECHNOLOGY

Email address: robryan999@yahoo.com
Contractor: KAHANA CONSULTING
ATTN: ROB RYAN
84-255 IKUONE PL.
WAIANAE, HI 96792

Acct. Code: 90017-5101/159002-30

Buyer: LONI COUNTRYMAN
Phone: 916-774-5734

Service Agreement Number S1809348 ("Agreement"), which was executed on, 4/9/18, is hereby modified as follows:

Select all provisions that apply:

- ☐ The Contractor name is hereby changed from _____ to _____
- ☒ The term of the Agreement is increased by 7 months and the expiration date of the Agreement is changed from 2/1/19 to 9/1/19.
- ☒ The Total Cost of Service payable under this Agreement is modified from \$30,000.00 to \$40,000.00. The purpose of this modification is to PROVIDE ADDITIONAL REMOTE ASSISTANCE WITH DATA EXTRACTION FROM LEGACY SYSTEMS IN ACCORDANCE WITH THE ATTACHED KAHANA CONSULTING CONTRACT ADDENDUM 2 DATED 11/26/18.

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

CONTRACTOR

By: [Signature]

Title: PRESIDENT/owner

By: _____

Title: _____

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____
Dominick Casey
City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept



COUNCIL COMMUNICATION

CC #: 9893
File #: 0203-07

Title: Utility Tree Trimming – Service Agreement Amendment
Contact: Jeff Beaubier 916-774-5611 jbeaubier@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute Amendment No. 1 to Service Agreement S1909017 with Utility Tree Service, LLC. to continue providing high voltage line tree trimming services on an as-needed basis.

BACKGROUND

Utility Tree Service, LLC is the contracted tree trimming service provider for Roseville Electric to meet State required compliance mandates, and construction and maintenance needs for high voltage electric line clearance trimming. The California Public Utilities Commission (CPUC) General Order 95, Rule 35 Vegetation Management, requires electric utilities to have an active high voltage tree trimming program to maintain the minimum clearance requirements for distances of trees or vegetation from energized lines. These distances are defined by voltages and listed in General Order 95 Table 1, Case 13.

Higher than anticipated tree trimming activity related to storm damage and fire prevention resulted in additional contractor hours and a quicker draw down of funds through this fiscal year. Available funds are expected to be exhausted prior to the end of the fiscal year. Additional funding is necessary to retain required service levels per State mandate and to maintain tree trimming services for public safety.

FISCAL IMPACT

This amendment increases the agreement amount by \$40,000.00, bringing the total annual amount from \$531,044.99 to \$571,044.99. Funding is available in the FY2018-19 Electric Department budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). An amendment to an agreement for high voltage line tree trimming does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Jeff Beaubier, Electric Operations Supervisor

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-107

Service Agreement Amendment

RESOLUTION NO. 19-107

APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND UTILITY TREE SERVICE, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, Amendment No. 1 to Service Agreement (S1909017), for high voltage line tree trimming services, between the City of Roseville and Utility Tree Service, LLC, has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1909017
AMENDMENT No: 1

SERVICE LOCATION: AS DIRECTED

Contractor No.: V39630

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

Contractor License No.: 1028028
Business License No.: 00838115

Telephone No.: 209-931-8174

Fax: 209-931-5893

Department: ELECTRIC

Email address: msalvatore@utilitytreeservice.com
Contractor: UTILITY TREE SERVICE, LLC
ATTN: MARC SALVATORE
1237 DOKER DRIVE
MODESTO, CA 95351

Acct. Code: 08614-5100/686593-30

Buyer: LONI COUNTRYMAN
Phone: 916-774-5734

Service Agreement Number S1909017 ("Agreement"), which was executed on, 6/20/19, is hereby modified as follows:

Select all provisions that apply:

- ☐ The Contractor name is hereby changed from _____ to _____
- ☐ The term of the Agreement is reduced by _____ (days/months/years) and the expiration date of the Agreement is changed from _____ to _____
- ☒ The Total Cost of Service payable under this Agreement is modified from \$531,044.99 to \$571,044.99. The purpose of this modification is to **PROVIDE ADDITIONAL HIGH VOLTAGE LINE TREE TRIMMING SERVICES ON AN AS-NEEDED BASIS AS PER GEO 95 REGULATIONS AND IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS, CONDITIONS AND ATTACHMENTS OF RFQ 01-3039.**

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

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

CONTRACTOR:

By: Larry M. Moore
Title: President

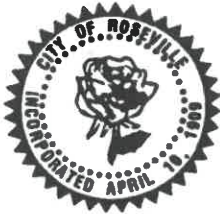
By: _____

Title: _____

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: Dominick Casey
City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept



PURCHASING
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1909017
AMENDMENT No: 1

SERVICE LOCATION: AS DIRECTED

Contractor No.: V39630

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

Contractor License No.: 1028028
Business License No.: 00838115

Telephone No.: 209-931-8174 Fax: 209-931-5893

Email address: msalvatore@utilitytreeservice.com
Contractor: UTILITY TREE SERVICE, LLC
ATTN: MARC SALVATORE
1237 DOKER DRIVE
MODESTO, CA 95351

Department: ELECTRIC

Acct. Code: 08614-5100/686593-30

Buyer: LONI COUNTRYMAN
Phone: 916-774-5734

Service Agreement Number S1909017 ("Agreement"), which was executed on, 6/20/19, is hereby modified as follows:

Select all provisions that apply:

- ☐ The Contractor name is hereby changed from _____ to _____
- ☐ The term of the Agreement is reduced by _____ (days/months/years) and the expiration date of the Agreement is changed from _____ to _____
- ☒ The Total Cost of Service payable under this Agreement is modified from \$531,044.99 to \$571,044.99. The purpose of this modification is to **PROVIDE ADDITIONAL HIGH VOLTAGE LINE TREE TRIMMING SERVICES ON AN AS-NEEDED BASIS AS PER GEO 95 REGULATIONS AND IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS, CONDITIONS AND ATTACHMENTS OF RFQ 01-3039.**

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

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

CONTRACTOR:

By: Larry M. Moore

Title: President

By: _____

Title: _____

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____
Dominick Casey
City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept



COUNCIL COMMUNICATION

CC #: 9890

File #: 0400-04-09-1

Title: Westpark - Village Center 28 - Certificate of Completion

Contact: Keith Litts 916-517-7598 klitts@roseville.ca.us

Meeting Date: 4/3/2019

Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Westpark - Village Center 28 as complete, and authorize the City Engineer to execute the Certificate 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.

ECONOMIC DEVELOPMENT / JOBS CREATED

Accepting the project as complete will not directly create jobs but rather maintain current employee levels of the developer until such a time the project is fully built out.

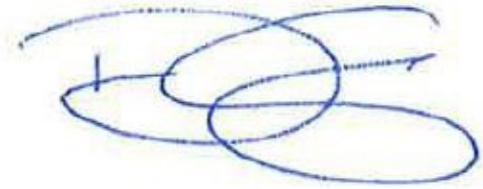
ENVIRONMENTAL REVIEW

"The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guideline 15061(b)(3)). Accepting the Certification of Completion for the Westpark - Village Center 28 project does not include the potential for a significant environmental effect and therefore is not subject to CEQA."

Respectfully Submitted,

Keith Litts, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-104

COC

Vicinity Map / Exhibit A

RESOLUTION NO. 19-104

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS **WESTPARK - VILLAGE CENTER 28** PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Certificate of Completion" on file in the City Clerk's Department relative to that public work known as the **WESTPARK - VILLAGE CENTER 28** 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 EE of Maps, Page 28 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

CERTIFICATE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as _____
_____ Project was completed and accepted by the
City of Roseville on _____. The location is indicated on the attached map,
marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was _____.
The surety on said project was _____.

City of Roseville

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the
_____ of the City of Roseville, a municipal corporation in the State of
California, owner of the property described in the above Notice. I am duly authorized to make
this verification for and on behalf of the City of Roseville. I have read the Certificate of
Completion and know its contents and the facts stated therein are true.

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.

City of Roseville

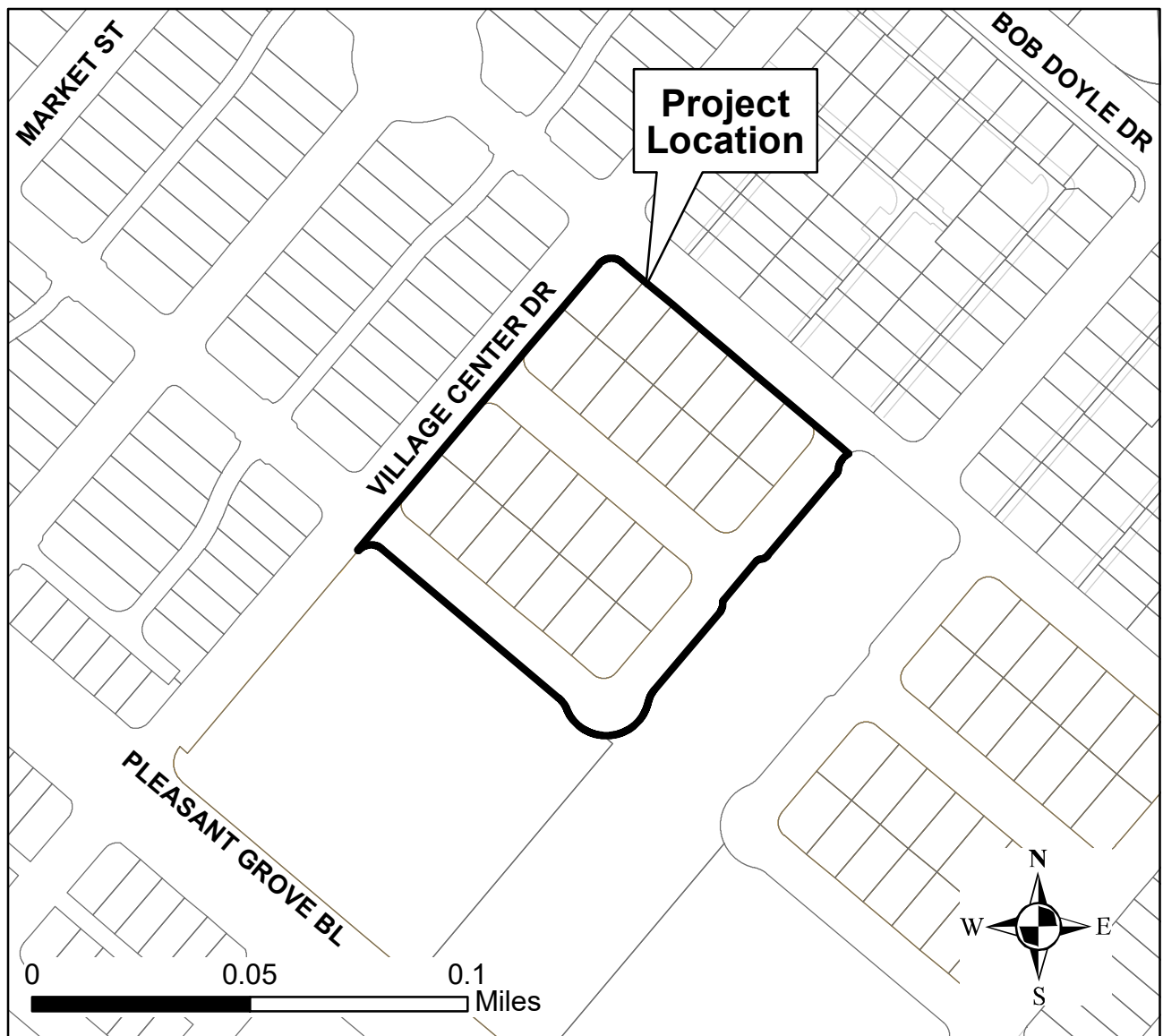
State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____ proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.

Notary Public in and for said County and State

EXHIBIT A

City of Roseville Westpark Village Center 28





COUNCIL COMMUNICATION

CC #: 9891

File #: 0400-04-09-1

Title: Westpark - Village Center 29 - Certificate of Completion

Contact: Keith Litts 916-517-7598 klitts@roseville.ca.us

Meeting Date: 4/3/2019

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Westpark - Village Center 29, as complete, and authorize the City Engineer to execute the Certificate 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.

ECONOMIC DEVELOPMENT / JOBS CREATED

Accepting the project as complete will not directly create jobs but rather maintain current employee levels of the developer until such a time the project is fully built out.

ENVIRONMENTAL REVIEW

"The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guideline 15061(b)(3)). Accepting the Certification of Completion for the Westpark - Village Center 29 project does not include the potential for a significant environmental effect and therefore is not subject to CEQA."

Respectfully Submitted,

Keith Litts, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-105

COC

Vicinity Map / Exhibit A

RESOLUTION NO. 19-105

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS **WESTPARK - VILLAGE CENTER 29** PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Certificate of Completion" on file in the City Clerk's Department relative to that public work known as the **WESTPARK - VILLAGE CENTER 29** 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 EE of Maps, Page 29 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

CERTIFICATE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as _____
_____ Project was completed and accepted by the
City of Roseville on _____. The location is indicated on the attached map,
marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was _____.
The surety on said project was _____.

City of Roseville

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the
_____ of the City of Roseville, a municipal corporation in the State of
California, owner of the property described in the above Notice. I am duly authorized to make
this verification for and on behalf of the City of Roseville. I have read the Certificate of
Completion and know its contents and the facts stated therein are true.

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.

City of Roseville

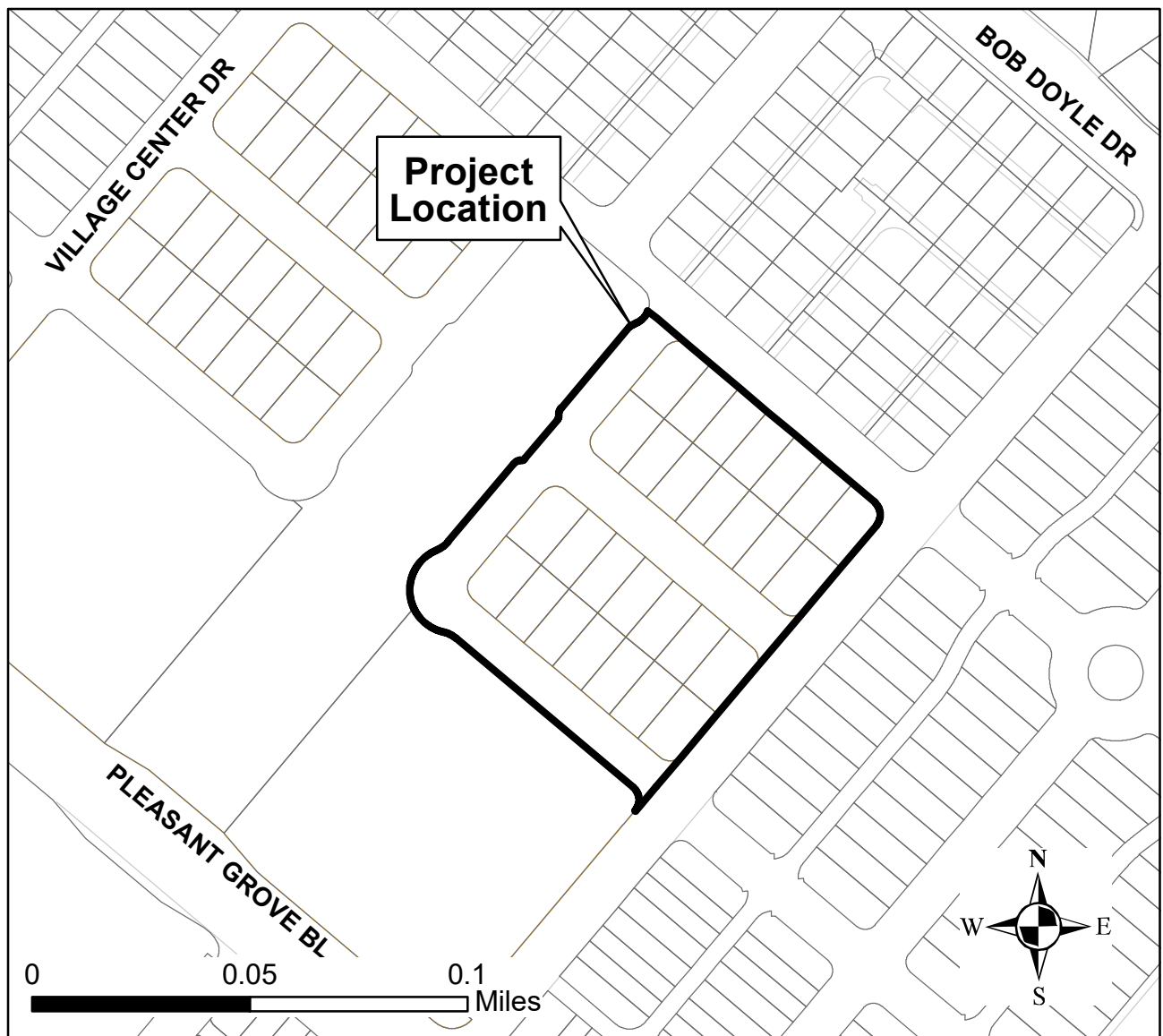
State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____ proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.

Notary Public in and for said County and State

EXHIBIT A

City of Roseville Westpark Village Center 29





COUNCIL COMMUNICATION

CC #: 9882

File #: 0200

Title: Bond Trustee Services – Professional Services Agreement Amendment

Contact: Jacquie Clarizio 916-774-5323 jclarizio@roseville.ca.us

Meeting Date: 4/3/2019

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution to approve the third amendment to the professional services agreement to extend the terms for Bond Trustee Services with Bank of New York Mellon Trust Company, N.A. from July 1, 2019 to June 30, 2020 and authorize the City Manager to execute the agreement.

BACKGROUND

The City's bond trustee relationship is currently maintained with the Bank of New York Mellon Trust Company, N.A. Given the ongoing changes occurring within the banking industry and evolving technologies, the City determined that a review of the services offered by all qualifying institutions was appropriate approximately two years ago. A request for proposals was issued and the contract was awarded to the Bank of New York Mellon for a one-year term with five additional one-year extensions. This contract amendment extends the term of services for a fourth year from July 1, 2019 to June 30, 2020.

FISCAL IMPACT

The contract amendment for the fourth year of services has a cost of \$75,000, bringing the total not to exceed contract amount to \$300,000. The annual fee of approximately \$1,800 per series is charged for each outstanding bond series. Payment for these services will be paid by the Environmental Utilities Department, the Electric Department, and community facilities districts. There is no impact to the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The approval of a third amendment to professional services agreement for bond trustee services does not include the potential for a significant environmental effect and therefore is not subject to CEQA.

Respectfully Submitted,

Jacquie Clarizio, Financial Analyst

Dennis Kauffman, 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 No. 19-100

Bond Trustee Services PSA

RESOLUTION NO. 19-100

APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT,
BY AND BETWEEN THE CITY OF ROSEVILLE AND THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a third amendment to professional services agreement for bond trustee services, by and between the City of Roseville and The Bank of New York Mellon Trust Company, N.A., has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Bond Trustee Services

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and The Bank of New York Mellon Trust Company, N.A., a national banking association (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated August 3, 2016, amended on June 21, 2017 and June 20, 2018 (“Agreement”) regarding Bond Trustee Services (“Project”); and

WHEREAS, CITY desires to amend the Agreement to extend the term by one year; and

WHEREAS, CONSULTANT is willing and able to continue providing bond trustee services for an additional year.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 1 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY exercises its third option to renew the contract for one additional year. Therefore, the term of the Agreement is hereby extended to June 30, 2020.”

2. Paragraph 3 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay seventy-five thousand dollars (\$75,000.00), in consideration of the additional services as set forth in Exhibit “A” to the Third Amendment to Agreement. This brings the total not to exceed contract amount to three hundred thousand dollars (\$300,000.00).”

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

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

CITY OF ROSEVILLE, a
municipal corporation

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., a national
banking association

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
ANEIL MURTHY
its: Vice President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: 
JOSEPHINE LIBUNAO
its: Vice President

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
DENNIS KAUFFMAN
Chief Financial Officer

EXHIBIT “A”

Trustee Bid Form

	ASSUMPTIONS	CALCULATION	FEE
UP-FRONT FEES:			
Acceptance Fee - Trustee	Flat Fee	0	Waived
First Year Administration	Flat Fee	per series	\$1,200
Bond Issuance	Book-Entry	0	Waived
Legal Counsel	Not to Exceed	per indenture	\$1,500
COI Disbursements	12	\$25 per wire	\$300
First Year Book-Entry	Flat Fee		Waived
Out of Pocket	Estimate		At Cost
Any other fees not listed			
TOTAL			\$3,000
ANNUAL FEES: The Agency requires that all ongoing			
Annual Administration - Trustee	Flat Fee	per series	\$1,000
Annual Dissemination Agent Fee	Flat Fee	per series	\$250
Book-Entry	Flat Fee		
Out of Pocket	Estimate/Basis		At Cost
Any other fees not listed			
TOTAL			
OTHER FEES			

On-line Availability of Monthly Reports (Number of days from month end, Cost)			<i>Waived</i>
Requisition/Disbursement Fee-Check or Wire / per transaction		<i>\$25 per disbursement</i>	<i>\$25</i>
Investments		<i>\$25 per trade</i>	<i>\$25</i>
TOTAL			
OTHER INFORMATION			
Any other fees not described elsewhere			<i>\$1,300</i>



COUNCIL COMMUNICATION

CC #: 9889

File #: 0200

Title: Utility Bill Print and Mail Services - Professional Services Agreement

Contact: Andrea Blomquist 916-774-5317 ablomquist@roseville.ca.us

Meeting Date: 4/3/2019

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution to approve a professional services agreement with InfoSend, Inc., and authorize the City Manager to execute it.

BACKGROUND

The City of Roseville recently issued a Request for Proposal (RFP) for Bill Print, Presentation and Mail Services. The RFP closed on September 20, 2018, with five companies submitting a proposal. A committee of four, including the Billing Services Manager, a Utility Billing Analyst, a Finance Supervisor and other utility billing staff, reviewed the responses. Based on a review of the proposals, including experience, customer service and price, InfoSend, Inc. was selected as the vendor of choice.

InfoSend, Inc. has a vast knowledge of bill print, mail and archiving services with the City of Roseville, and requires no integration or process changes. The cost of InfoSend's service will be based on a fee schedule and the number of items processed for utility statements and notices. This contract for utility billing print, mail and archive is for three years, with annual renewal thereafter.

FISCAL IMPACT

This contract is based on a fee schedule and the estimated annual cost of \$500,000.00 is included in the FY 2018-19 adopted budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of this request will not create any new jobs.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Andrea Blomquist, Billing Services Manager

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-103

InfoSend, Inc. Professional Services Agreement

RESOLUTION NO. 19-103

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

WHEREAS, a professional services agreement for data processing, printing and mailing (DPPM) service and eBusiness services, by and between the City of Roseville and InfoSend, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: DPPM and eBusiness Services

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of Data Processing, Printing
and Mailing Service and eBusiness services; and

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of City, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.
2. Compensation. For its services provided as described in EXHIBIT "A,"
CONSULTANT shall be compensated in accordance with the budget estimate as described in
EXHIBIT "B," attached hereto and incorporated herein by this reference. Such amounts paid to

CONSULTANT by CITY under this Agreement shall vary based on volume and number of items processed by CONSULTANT.

CITY may also request that CONSULTANT perform certain professional and technical services related to the primary scope of services and such professional and/or technical services shall be billed as described in EXHIBIT "C," attached hereto and incorporated herein by this reference.

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

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

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

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

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

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

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

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

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

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

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

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

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

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

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

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

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

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

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the

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

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

15. Termination of Agreement. This Agreement may be terminated by either party without cause by providing written notice to the other party of its intent not to renew with no less than ninety (90) days. Additionally, this Agreement may be terminated by either party with cause by in the event of a material breach of the terms of this agreement by the other party and the breach remains uncured for a period of thirty (30) days following receipt of written notice by the breaching party. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such

materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

City of Roseville
Attn: Finance Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

InfoSend, Inc.
Attn: Jerry Finnegan
4240 E. La Palma Ave.
Anaheim, CA 92807

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

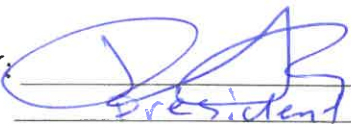
20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation

INFOSEND, INC., a
California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: _____
President

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
DENNIS KAUFFMAN
Chief Financial Officer

EXHIBIT "A"

Exhibit A - Scope of InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Professional Services Agreement (the "Agreement") between InfoSend, Inc. ("InfoSend") and the City of Roseville ("Client"). This Exhibit A provides the Services which InfoSend shall deliver to Client to permit the Client's customers ("Users") to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend's Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

☒	Data Processing, Printing and Mailing Service ("DPPM Service"): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
☐	eBusiness Services (the "eBusiness Services"): During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned "Job Code".
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
 - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend's system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Section 2. eBusiness Service Description

eBusiness Services are offered by InfoSend but not quoted or in scope at this time. eBusiness Services may be added by amendment to this contract.

Section 2. Implementation and Support Description

A. Implementation

- Dedicated Account Manager acts as primary contact and project manager, coordinating all internal setup activities with InfoSend programming and operations staff.
- All setup and training performed virtually, using phone, email, and web-based tools for issue tracking and screen sharing.

- All communications, documentation and test files tracked and stored securely within the InfoSend CRM system, allowing other InfoSend personnel to contribute or take ownership of the project.
- Key milestones are established at kickoff, then tracked and reported throughout the project.
- During programming, InfoSend's Data Processing platform is configured to automate client-specific Quality Assurance (QA) during processing.
- Parallel Testing is run prior to go-live, ensuring all aspects of the application are validated before launch.
- Go-Live includes an "all-hands" approach, with all key InfoSend managers required to review the launch day activity and sign off before application output is final.

B. Support

- Dedicated Account Manager from implementation also assigned to monitor and provide support.
- Dedicated Support Staff for reviewing and responding to incoming issues.
- Multiple communication channels available for client preference: web support ticketing tool, email, and phone.
- Proactive support initiated by InfoSend staff when client data issues are detected by InfoSend Quality Control processes.
- Issues tracked via InfoSend CRM tool, ensuring full resolution before the ticket can be closed.

ACCEPTED AND AGREED:

Client:

By: _____

Name: _____

Title: _____

Date: _____

InfoSend:

By:  _____

Name: Russ Kawai

Title: President

Date: 3/6/19

EXHIBIT “B”

Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Professional Services Agreement (the "Agreement") between InfoSend, Inc. ("InfoSend") and the City of Roseville ("Client"). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for the Scope of Services shown in Exhibits A and C. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend fees will remain fixed for the initial three (3) years of this agreement. InfoSend Fees may be adjusted once every twelve (12) months to account for increases in the cost of materials, labor and other overhead costs beginning on the fourth (4th) anniversary of the Agreement date. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

In addition to this, if Client uses the Printing and Mailing Service, it accepts that InfoSend reserves the right to pass on any extraordinarily high increases to the cost of forms or envelopes at any time. The Client will be notified, in writing, at least thirty (30) days prior to such price increase.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client's actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to renegotiate the Fees listed in this Agreement. Should this rare situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any reasonable costs to Client, in line with actual Client and Client User transactional usage.

Section 2. Client Representations

Client Volume Assumptions	
Customers Contacted or Billed Monthly	71,000
Number of Batches Monthly	Daily Files, electric, water, waste water and sewer PDF's
Custom Materials and Monthly Volumes	None

Section 3. DPPM Fees:

Data Processing	
Setup Fee - Express PDF Input Files	\$0.00
Setup Fee - Data Only Input Files	\$0.00
Document Re-Design Fee	\$0.00
Data Processing Fee (per document)	\$0.004

Printing and Mailing Service	
Bills - Print Fee per Page with 3/2 Ink – Documents printed and mailed using standard paper stock	\$0.0714
Notices – Print Fee per document using pressure seal stock	\$0.081
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Inline Inserts (per page)	TBD
Optional Color Upgrades (colors per side)	\$0.002
Excess Pages Handwork Surcharge (per mail piece)	\$0.15
NCOA Updates	\$0.35
CASS Certification	Included
Storage Fees Inventory storage – paper, envelopes, inserts, etc., if not included in "Per Statement Fee."	Included

Materials	
Paper Stock (per sheet)	\$0.0145
Pressure Seal Stock (per form)	\$0.035
InfoSend Outgoing #10 Envelope	\$0.016
InfoSend Return #9 Envelope	\$0.014
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.16

Optional Document Services	
Additional Insert fee (Note: InfoSend Produced Inserts are priced on request)	\$0.009 per insert \$0.01 additional per insert folded
Enhanced Print Quality	\$0.01
Envelope Messaging	At Quote
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.022 - For 36 Months of Retention
Electronic Inserts	\$0.00
Final Doc Transfer (FTP)	\$0.0075 per image InfoSend Batch File \$0.015 per image Custom File Format
Professional Services Rate (per hour) For requested programing changes after initial implementation Billable programing hours only begin upon request.	\$150.00
Return Mail Service	\$0.25 per reported returned mail piece \$0.50 per mail piece returned to InfoSend PO Box

Fee Explanations

Data Processing

- **Setup Fee - Express PDF Input:** requires a final composed PDF is uploaded to InfoSend for processing. Clients maintain control of document look and feel, but InfoSend designs a program to parse the necessary data from the PDF.
- **Setup Fee - Data Only Input:** requires the client provide a flat data extract, InfoSend creates, hosts and maintains an application to generate documents. Existing document design is copied.
- **Document Re-Design Fee:** using the "Data Only Input" method, InfoSend's Client Services Team assists in redesigning the format of printed documents to improve communications or to take advantage of new printing capabilities.
- **Data Processing Fee:** per document image that is processed by the InfoSend system for output.

Printing and Mailing Service

- **Print Fee:** price includes black and up to full color printing of variable data and form elements on the front and back of the page onto white form with a perforation.
- **Postage:** clients are invoiced for the exact postage used. Leveraging InfoSend's USPS compliance and expertise, clients are provided the lowest possible USPS automated rates when client batches qualify.
- **Inline Inserts:** price for inserts printed on demand as additional pages. Allows for more dynamic customer messaging with the extra pre-production lead time and overhead.
- **Optional Color Upgrades:** Different options are available at different prices. Numbers fewer than 4 equal individual colors, 4 equals full color. The number 1 means black or grey. All sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. 4 equals CMYK (full color).
- **Excess Pages Handwork Surcharge:** surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into a #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.
- **Address Updates – NCOALink or ACS:** per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS. Cost is per update.
- **Postcard Printing:** price includes duplex printing of variable data and static elements on the front and back of the postcard stock. The paper stock price is listed separately below.
- **Postcard Color Upgrades:** same as above, all sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. 4 equals CMYK (full color).

Materials

- **Paper Stock:** white paper stock with or without perforation. Paper is 8.5x11" and 24lb. Price includes all inventory costs. A larger 8.5x14" format is available at a higher material cost and higher printing cost.
- **Outgoing #10 Envelope:** #10 InfoSend Standard Double Window Outgoing Envelope. Includes security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. Sourced with sustainably logged paper (SFI).
- **Return #9 Envelope:** #9 InfoSend Standard Single Window Return Envelope. Includes the same security tint and SFI paper as the #10.
- **Outgoing Flat Envelope:** single window envelope, only used for multiple page statements that do not fit in the #10 envelope.
- **Postcard Stock and Upgrade Options:** InfoSend standard white postcard stock. Exact thickness is subject to change based on compatibility with equipment, however approximate range is 9-10 point. We can UV coat one side of the postcard to protect it during USPS mail processing.

Optional Document Services

- **Drop Shipped Inserts:** clients can print and fold inserts and ship them to InfoSend to be included with InfoSend produced mail. Additional fee applies if insert arrives at InfoSend but requires folding prior to insertion. Setup fees may apply for programming selective inserting. InfoSend-printed inserts are quoted upon request.
- **Enhanced Print Quality:** the baseline print image quality for transactional documents such as statements and invoices is 600 x 600 DPI. Work produced from InfoSend's Anaheim facility can be printed at an enhanced image quality at an additional cost. This option uses high definition pigment ink & variable drop sizes to achieve a perceived 1200 x 1200 DPI image quality.
- **Envelope Messaging:** custom messages and images can be printed onto the standard InfoSend #10 double window envelope as a more cost-effective alternative to pre-manufactured custom envelopes. The price depends on the artwork – number of colors and whether it prints on one or both sides of the envelope, as well as order quantity. Price is quoted upon request.
- **Print Image Archiving:** fee per document to process, index, and store a document as a PDF for a set number of months. PDFs are securely accessed using an InfoSend website application. Third party applications can also access the PDFs via a lightweight API with no cost. Setup fees may apply depending on configuration needs.
- **Electronic Inserts:** fee per digital image of a physically produced insert included in the PDF copy of a document. Ensures that client representatives and client customers can get the same information in the electronic bill as would go out physically.
- **Final Doc Transfer FTP:** each completed InfoSend batch is indexed and transferred to you via FTP or SFTP to store on your own network. InfoSend's standard Batch File format is one PDF per batch with an XML companion file providing meta data and page numbers. If the client requires a custom scheme, including individual PDFs per each image in a batch, the Custom fee applies. Note: setup fees may also apply for some custom setups.
- **Professional Services Fee:** per hour and performed only upon request for customizations made to processing program or document format after go-live. Work is only started after receiving client approval of a formal quote.
- **Return Mail Service:** InfoSend will provide electronic reporting of mail that is returned by USPS, saving clients the hassle of receiving and opening returned mail to update records. Optionally, InfoSend can provide a PO Box to gather any mail USPS returns, and InfoSend operators will scan in and update the report electronically for your staff.

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit is subject to an annual review and may be adjusted to account for changes to Client average mailing volume or changes to USPS postage rates. There will be no more than one adjustment requested per year, if at all.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit currently on hand for your account is: \$19,635.00

ACCEPTED AND AGREED:

Client:

By: _____
Name: _____
Title: _____
Date: _____

InfoSend:

By: _____
Name: Russ Rezaei
Title: President
Date: 3/6/19

EXHIBIT “C”

Exhibit C – Professional Services

This Exhibit C is an integral part of and is subject to the terms and conditions of the Professional Services Agreement (the "Agreement") between InfoSend, Inc. ("InfoSend") and the City of Roseville ("Client"). This Exhibit C provides InfoSend's Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. Any increases will not be greater than \$175.00 per hour, in aggregate, for the duration of the Agreement. The Client will be notified, in writing, at least thirty (30) days prior to such price increase.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend's system configuration or programming.

Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client's data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$150.00 per hour.

In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- Fixed Quote – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.
- Time and Materials quote – should it not be possible to provide a fixed quote due to the nature of a Client's requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

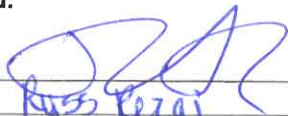
The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client's specific requirements and data types.

ACCEPTED AND AGREED:

Client:

By: _____
Name: _____
Title: _____
Date: _____

InfoSend:

By:  _____
Name: Russ Reza _____
Title: President _____
Date: 3/6/19 _____



COUNCIL COMMUNICATION

CC #: 9909
File #: 0800-05

Title: Enterprise Resource Planning Project - Professional Services Agreement
Contact: Nafees Coleman 916-774-5163 ncoleman@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 7.17.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve a professional services agreement with Alpha Net Consulting, LLC to provide professional consulting services to support the Oracle Enterprise Resource Planning (ERP) Project, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The City has partnered with CherryRoad as their Oracle Cloud Enterprise Resource Planning (ERP) Project implementation partner. A CherryRoad consultant, Kalyani Vakati, had been working on the City of Roseville implementation in the areas of procurement and accounts payable. Kalyani Vakati has subsequently left CherryRoad and joined Alpha Net Consulting, LLC. City staff recommend contracting with Alpha Net Consulting, LLC, in order to continue utilizing Kalyani's Oracle Cloud ERP product knowledge. She is familiar with City of Roseville's processes, training and configuration documentation, and will provide support needed in the procurement and accounts payable areas for a successful July 1, 2019 go live of the ERP Project.

FISCAL IMPACT

The cost of the agreement is \$64,000.00. Funding is included in the ERP Project budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

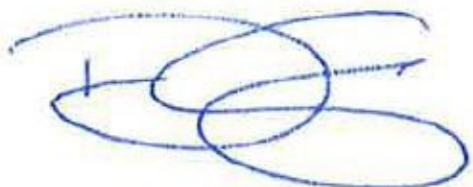
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). The professional services agreement does not include the potential for

a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Nafees Coleman, ERP Project Manager

Dennis Kauffman, 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 No. 19-115

agreement

RESOLUTION NO. 19-115

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ALPHA NET CONSULTING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for implementation and support services related to the Enterprise Resource Planning project, by and between the City of Roseville and Alpha Net Consulting, LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Implementation and Support Services

THIS AGREEMENT is made and entered into this 21st day of March, 2019,
by and between the City of Roseville, a municipal corporation ("CITY"), and Alpha Net
Consulting, LLC, a New York limited liability company ("CONSULTANT"); and

WITNESSETH:

WHEREAS, CITY desires professional services consisting of the utilization of Oracle
product knowledge from Naga Kalyani Vakati; and

WHEREAS, CONSULTANT has prepared a proposal dated March 12, 2019, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "A". Total compensation shall not exceed sixty-four thousand dollars (\$64,000.00).

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

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

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

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

COVERAGE

Workers' Compensation

Commercial General Liability

Automobile Liability

Professional Liability (errors and omissions)

LIMITS OF LIABILITY

Statutory

\$1,000,000 each occurrence
\$2,000,000 aggregate
Personal Injury:
\$1,000,000 each occurrence
\$2,000,000 aggregate

\$1,000,000 combined single limit

\$1,000,000 per claim
\$2,000,000 aggregate

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

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

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

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

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

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

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

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

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

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

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

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

Dennis Kauffman
Chief Financial Officer
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Vijay Gopal
Director, Technology
3080 Olcott Street, Suite 235C
Santa Clara, CA 95054

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

ALPHA NET CONSULTING, LLC, a
New York limited liability company

BY: _____
DOMINICK CASEY
City Manager

BY: Vijay Gopal
its: DIRECTOR

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
DENNIS KAUFFMAN
Chief Financial Officer

EXHIBIT "A"



Quote for Services - 03/12/2019 - Anet-COR-022119-BSA

Alpha Net Consulting, LLC
3080 Olcott Street, Suite 235C
Santa Clara, CA 95054 USA

City of Roseville
2005 Hilltop circle,
Roseville, CA 95747

Requested by: Nafees Coleman, ERP Project Manager - City of Roseville

#	Service Description	Hours	Rate	Total USD
1	Oracle Cloud Procure to Pay Analyst Period: 2019 (From: April 2019 - To August 2019) Resource - Naga Kalyani Vakati	40 hours per week basis. Total of 800 hours	80/hr	64,000.00 (Not to Exceed \$64,000.00)

Location

- Sacramanto, CA

Details of Services -

- Implementation and Support services for City of Roseville team in Oracle Procure to Pay Cloud modules - mainly - Procurement and Payables
- Support Test/QA efforts
- Documentation of process workflows
- Assist in the requirements and creation of reports
- Support User acceptance testing
- Configure cutover plan prior to go live
- Post Go live - work with key functions and departments on training and workflows
- Troubleshoot support issues and provide resolution

Vijay Gopal
Director, Technology
www.anetcorp.com | vijay.gopal@anetcorp.com
408.343.4070 Ext 102
925.321.0996 - Cell



3080 Olcott Street, Suite 235C • Santa Clara, CA 95054 USA
Phone: 408-343-4070 • Fax: 408-762-ANET(2638)



COUNCIL COMMUNICATION

CC #: 9895
File #: 0203-04

Title: Citywide Painting Services - Notice of Completion
Contact: Lori Hogan 916-774-5707 lhogan@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends Council accept the Citywide Painting Services Project as complete and adopt a resolution authorizing the Acting Public Works Director to execute the Notice of Completion on behalf of the City.

BACKGROUND

The Roseville Police Department, Civic Center, Maidu Community Center, and the Placer County Society for the Prevention of Cruelty to Animals (SPCA) were in need of patch and paint repairs because all of the properties were showing cracked, peeling paint and in some cases, excessive wear and tear. They were being painted as part of the Facility Services Division's 10-Year Maintenance Plan to protect the weatherproofing of the buildings and maintain their outward appearance. City staff formally solicited bids from painting contractors and Affordable Painting Services, Inc. was the lowest bid.

The work has been completed to the satisfaction of the City and staff is requesting the Council authorize the Acting Public Works Director to execute a Notice of Completion.

FISCAL IMPACT

The total cost of Construction was \$186,000.00 with no contingency and was paid for by the Facility Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The approval to adopt a Notice of Completion does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Lori Hogan, Project Coordinator

Jason Shykowski, Acting Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-108

NOC

Location Map

RESOLUTION NO. 19-108

ACCEPTING THE PUBLIC WORK KNOWN AS CITYWIDE PAINTING SERVICES PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE ACTING PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The “Notice of Completion” on file in the City Clerk’s Department relative to that public work known as Citywide Painting Services Project, has been approved and the public work accepted.
2. The Acting Public Works Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as Citywide Painting Services
Project was completed and accepted by the City of Roseville on _____.
The location is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this
reference.

The general contractor on said project was Affordable Painting Services, Inc.

The surety on said project was American Contractors Indemnity Company

Jason Shykowski
Acting Public Works Director
City of Roseville

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, Jason Shykowski, being first duly sworn, depose and say: I am the
Acting Public Works Director 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.

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.

Jason Shykowski
Acting Public Works Director
City of Roseville

State of California)
County of Placer)

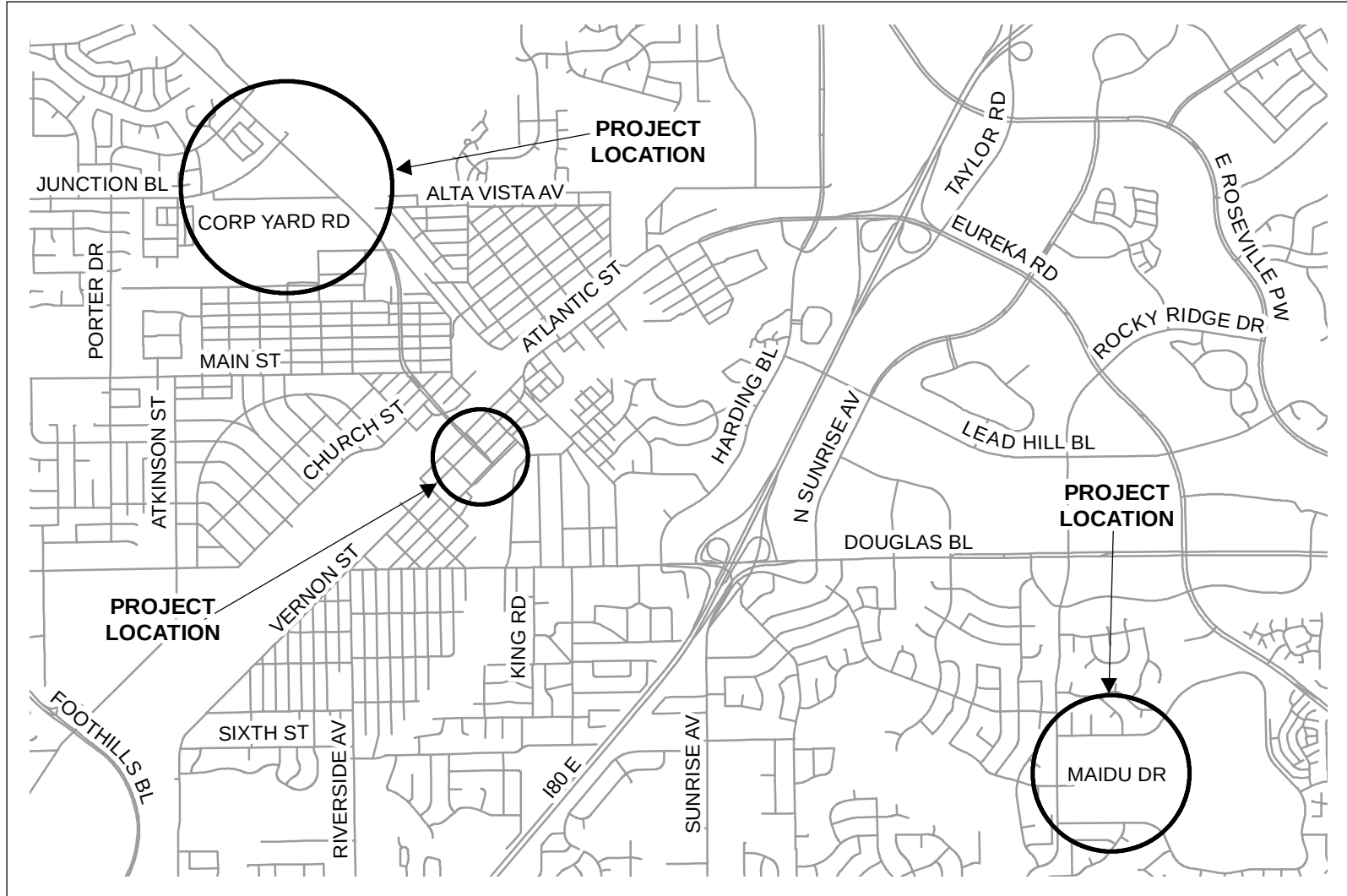
Subscribed and sworn to (or affirmed) before me on this ____ day of _____,
20__, by _____ proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.

Notary Public in and for said County and State

EXHIBIT A - CITYWIDE PAINTING SERVICES PROJECT

311 VERNON STREET - CIVIC CENTER
1051 JUNCTION BLVD - POLICE DEPT

1550 MAIDU DRIVE - MAIDU COMMUNITY CENTER
150 CORPORATION YARD ROAD - SPCA





COUNCIL COMMUNICATION

CC #: 9880
File #: 0203-07

Title: Electric Painting Services - Notice of Completion
Contact: Lori Hogan 916-774-5707 lhogan@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends Council accept the Roseville Electric Painting Services Project as complete and adopt a resolution authorizing the Acting Public Works Director to execute the Notice of Completion on behalf of the City.

BACKGROUND

The Roseville Electric Service Center, Electric Warehouse, and Electric Operations Center were in need of patch and paint repairs because all of the properties are showing cracked, peeling paint and in some cases, excessive wear and tear. They were painted as part of the Facility Services Division's 10-Year Maintenance Plan to protect the weatherproofing of the buildings and maintain their outward appearance. City staff formally solicited bids from painting contractors and D&T Painting was the lowest bid.

The work has been completed to the satisfaction of the City and staff is requesting the Council authorize the Acting Public Works Director to execute a Notice of Completion.

FISCAL IMPACT

The total cost of construction was \$82,000.00 with no contingency and was paid for by the Electric Department's FY2018-19 Electric Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The approval to adopt a Notice of Completion does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Lori Hogan, Project Coordinator

Jason Shykowski, Acting Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-99

NOC

Location map

RESOLUTION NO. 19-99

ACCEPTING THE PUBLIC WORK KNOWN AS ROSEVILLE ELECTRIC PAINTING SERVICES PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ACTING PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as Roseville Electric Painting Services Project, has been approved and the public work accepted.
2. The Acting Public Works Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as Roseville Electric Painting Services Project was completed and accepted by the City of Roseville on _____. The location is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was D&T Painting.

The surety on said project was Argonaut Insurance Company.

Jason Shykowski
Acting Public Works Director
City of Roseville

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, Jason Shykowski, being first duly sworn, depose and say: I am the
Acting Public Works Director 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.

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.

Jason Shykowski
Acting Public Works Director
City of Roseville

State of California)
County of Placer)

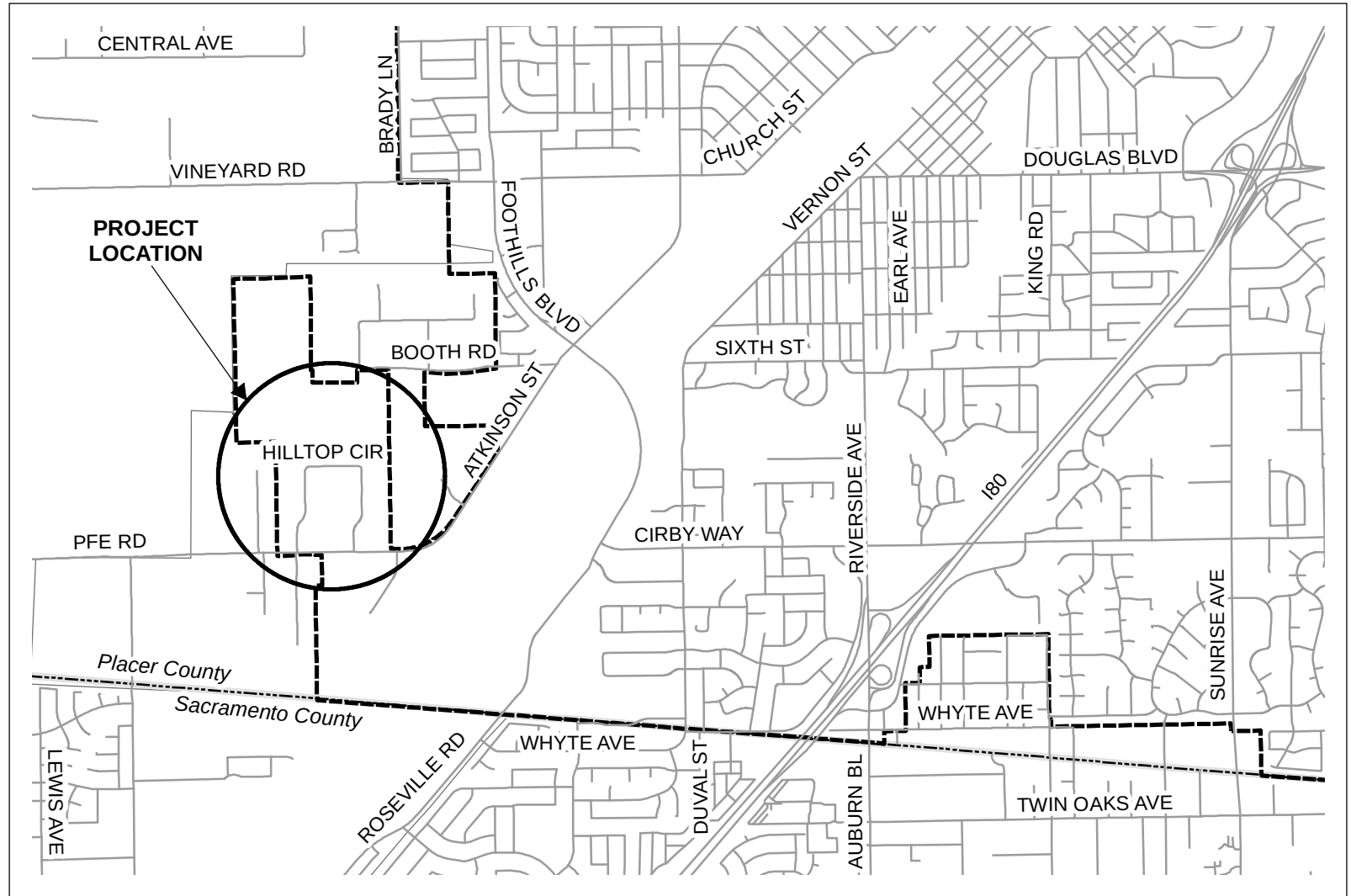
Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public in and for said County and State

EXHIBIT A - ROSEVILLE ELECTRIC PAINTING SERVICES

2070 HILLTOP CI
2080 HILLTOP CI

2090 HILLTOP CI





COUNCIL COMMUNICATION

CC #: 9906

File #: 0900-04-01

Title: 2020 Residential Resurfacing Project - Road Maintenance and Rehabilitation
Account Project Identification

Contact: Noah Siviglia 916-746-1379 nsiviglia@roseville.ca.us

Meeting Date: 4/3/2019

Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution, as required by Senate Bill 1 (SB-1), identifying the 2020 Residential Resurfacing Project for use of the City's 2020 funding allotment from the State Road Maintenance & Rehabilitation Account (RMRA) Fund.

BACKGROUND

Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017, was signed into law in April of 2017 to address the budget shortfall for maintenance of existing infrastructure throughout the State. As part of the legislation, local agencies are required to list all proposed projects scheduled to receive SB-1 funding by resolution prior to receiving an apportionment of RMRA in a fiscal year. The funding is restricted for use on street maintenance, rehabilitation, safety, and transit projects. The California Transportation Commission issued the requirement that project lists for the 2019-2020 fiscal year are due by May 1st of 2019. The attached resolution fulfills that requirement.

The scope of the 2020 Residential Resurfacing Project includes the removal and replacement of failed asphalt concrete roadway sections as well as the application of preventative maintenance surface treatments. Preventative maintenance surface treatments provide a waterproof membrane to protect the existing asphalt surfaces and extend the life of the underlying pavement.

The planned 2020 Residential Resurfacing Project will repair various residential streets within the Los Cerritos, Roseville Heights, and Hillcrest neighborhoods. The residential streets scheduled to receive the maintenance and resurfacing application are shown on the attached Exhibit A.

The estimated useful life of these improvements is 7 to 10 years. Construction is scheduled to begin in the late summer of 2020 and be completed in the fall of 2020. This project is part of our proactive street pavement maintenance program designed to seal, protect, and preserve the underlying pavement by placing relatively affordable asphalt resurfacing products. Keeping our streets in good condition avoids pavement failure that would require more costly rehabilitation and reconstruction.

The City maintains a pavement management software database to help guide staff as to which streets should be resurfaced in any given year based on field inspections and pavement condition data collected at 3 year intervals. The goal is to resurface streets in a systematic way that ensures we get the most out of our limited funding over the long term.

FISCAL IMPACT

The engineers estimate for this project is \$3.0 million and is funded by \$2.27 million from the Road Maintenance & Rehabilitation Account (RMRA) Fund, with the remaining cost covered by Highway Users Tax and Roadway Funds. A budget adjustment from those funds will be brought to Council for approval at the time of Council award of the construction contract. No General Fund resources will be used on the project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will create 33 jobs.

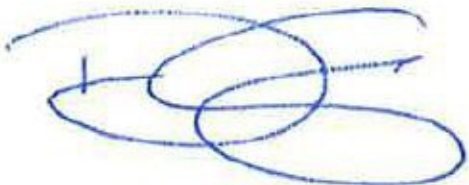
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The requested action for the 2020 Residential Resurfacing Project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Noah Siviglia, Associate Engineer

Jason Shykowski, Acting Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-112

Project Location Map - Exhibit A

RESOLUTION NO. 19-112

ADOPTING THE 2020 RESIDENTIAL RESURFACING PROJECT
FUNDED BY SENATE BILL 1:
THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$2,271,100.00 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, this is the third year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a Pavement Management System to help develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate roads throughout the City this year and many similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville, as follows:

1. The foregoing recitals are true and correct.
2. The fiscal year 2019-20 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

The 2020 Residential Resurfacing Project is planned to be funded with Road Maintenance and Rehabilitation Account revenues. It includes removal and replacement of failed asphalt concrete roadway sections and the application of a preventative maintenance surface treatment. The maintenance surface treatment will provide a waterproof membrane to protect the existing asphalt surfaces and extend the life of the underlying pavement. The work will occur along various residential streets within the Los Cerritos, Roseville Heights and Hillcrest neighborhoods. The estimated useful life of these improvements is 7 to 10 years. Construction is scheduled to begin in the late summer of 2020 and be completed in the fall of 2020.

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

AYES COUNCILMEMBERS:

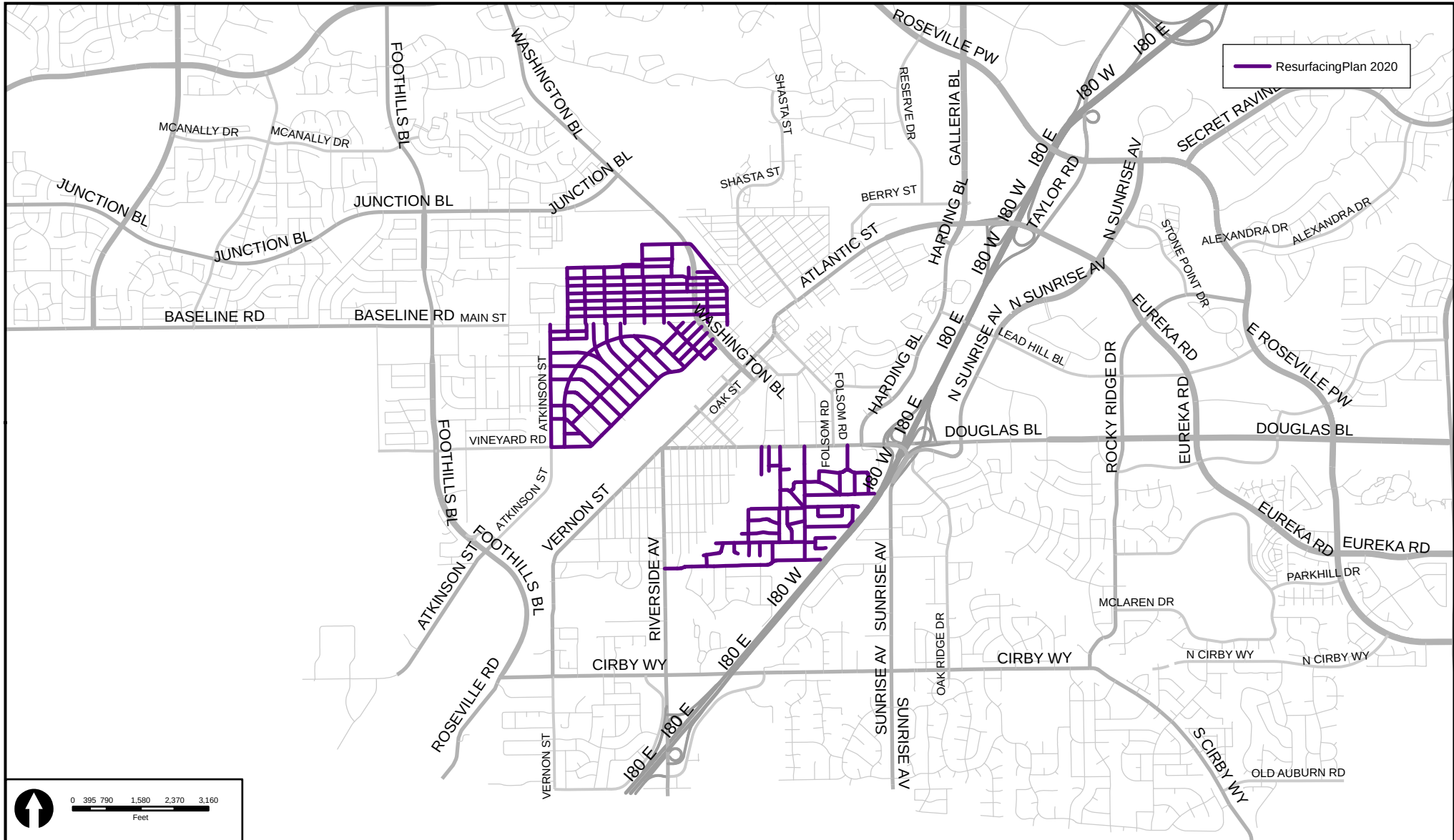
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk





COUNCIL COMMUNICATION

CC #: 9875
File #: 0109-02

Title: Street Closure Request - Concerts on the Square Series
Contact: Chris Pelzman 916-774-5977 cpelzman@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 7.21.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager or his designee to approve the following street closure from 5:00 p.m. - 10:30 p.m. on the third Saturday of the month, from June - September 2019, for the Concerts on the Square event series sponsored by the Parks, Recreation & Libraries Department:

- South Grant Street from Vernon Street to Oak Street

BACKGROUND

On the third Saturday, from June through September 2019, the Parks, Recreation & Libraries Department will hold its 2019 Concerts on the Square series. Each concert is a free event. Bands are scheduled to perform on the June Wanish Stage from 7:30 p.m. to 9:30 p.m. with gates opening at 6:30 p.m. Also included will be the SactoMoFo food trucks and a beer and wine garden, provided by Roseville Aerie #1582 Fraternal Order of Eagles, a local non-profit group. The following is the Concerts on the Square lineup for 2019:

Event Dates:

June 15: Two Step (Tribute to Dave Matthews Band)
July 20: Blue Collar Men (Tribute to Styx)
August 17: Drive (Tribute to The Cars)
September 21: ABBAFAB (Tribute to ABBA)

FISCAL IMPACT

Funding for the June concert is \$4,900.00 and is included in the FY2018-19 Parks, Recreation & Libraries approved budget. The budget for the July, August and September concerts is \$14,200.00 and is included in the Parks, Recreation & Libraries FY2019-20 department budget request.

ECONOMIC DEVELOPMENT / JOBS CREATED

Although there are no jobs created as a result of events in the downtown area, the exposure could have a positive impact to the businesses in the downtown area.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b) (3)). The proposed temporary street closures do not include the potential for a significant environment effect and are not subject to CEQA.

Respectfully Submitted,

Chris Pelzman, Recreation Coordinator

Dion Louthan, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-96

RESOLUTION NO. 19-96

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE
APPROVING THE CLOSING OF SOUTH GRANT STREET FOR
CONCERT ON THE SQUARE SERIES

WHEREAS, City staff is requesting the closure of South Grant Street from Vernon Street to Oak Street on the third Saturday, from June through September 2019; and

WHEREAS, the Council desires to formally approve said request, with certain conditions,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the request to hold the Concert on the Square series every third Saturday, from June through September 2019, is hereby approved subject to the following terms and conditions:

1. The following streets may be closed to traffic between 5:00 p.m. and 10:30 p.m.:
 - a. South Grant Street between Vernon Street and Oak Street.
2. Adequate barriers and warning signs, as requested by the City Manager, shall be placed at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street.
3. All debris, booths, or other materials resulting from the event shall be completely removed and the street shall be reopened to traffic by 10:30 p.m. on the date of the event.
4. The City of Roseville shall notify in writing all businesses located on the streets to be closed of the event and the planned street closures not later than five (5) days in advance of the event.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 9874
File #: 0704-01

Title: Astill Family (W-50B) Park Project - Notice of Completion
Contact: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 7.22.

RECOMMENDATION TO COUNCIL

Accept the Astill Family (W-50B) Park Project as complete and adopt a resolution authorizing the Parks, Recreation & Libraries Director to execute the attached Notice of Completion.

BACKGROUND

The Parks, Recreation & Libraries Department has made a final inspection of the Astill Family (W-50B) Park Project and has found that all contract work has been completed in accordance with the approved plans and specifications. The project is now ready for acceptance.

The project scope of work included installation of children's play area, picnic area with shade structure, multi-use turf, landscaping and irrigation. In accordance with our specifications, the Contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion.

FISCAL IMPACT

Funding for the project was approved in the Capital Improvement Program in FY2016-17 using West Roseville Neighborhood Park Funds. Maintenance for this park is provided through the West Roseville Community Facilities District for Services. There is no General Fund impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that guideline, this project created nine new jobs.

ENVIRONMENTAL REVIEW

Development of Astill Park (WRSP Park Site W-50B) is identified in the approved WRSP and was previously evaluated at "a project level" in the WRSP Final EIR (Certified February 2004 – SCH# 2002082057). The Astill Park is found to be within the scope of the project covered by the

WRSP Final EIR. As discussed in the WRSP Final EIR Introduction Chapter, the EIR provides “project level analysis of the WRSP area.” Because the project is consistent with the WRSP Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the WRSP Final EIR will be implemented. As such, no additional environmental documentation or Council action is required.

Respectfully Submitted,

Joel De Jong, Park Development Analyst

Dion Louthan, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-95

Notice of Completion

RESOLUTION NO. 19-95

ACCEPTING THE PUBLIC WORK KNOWN AS THE ASTILL FAMILY (W-50B) PARK PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE PARKS, RECREATION & LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The “Notice of Completion” on file in the City Clerk’s Department relative to that public work known as the Astill Family (W-50B) Park Project, has been approved and the public work accepted.
2. The Parks, Recreation & Libraries Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as _____
_____ Project was completed and accepted by the
City of Roseville on _____. The location is indicated on the attached map,
marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was _____.
The surety on said project was _____.

City of Roseville

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the
_____ of the City of Roseville, a municipal corporation in
the State of California, owner of the property described in the above Notice. I am duly
authorized to make this verification for and on behalf of the City of Roseville. I have read the
Certificate of Completion and know its contents and the facts stated therein are true.

City of Roseville

A notary public or other officer completing this certificate
verifies only the identity of the individual who signed the
document to which this certificate is attached, and not
the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

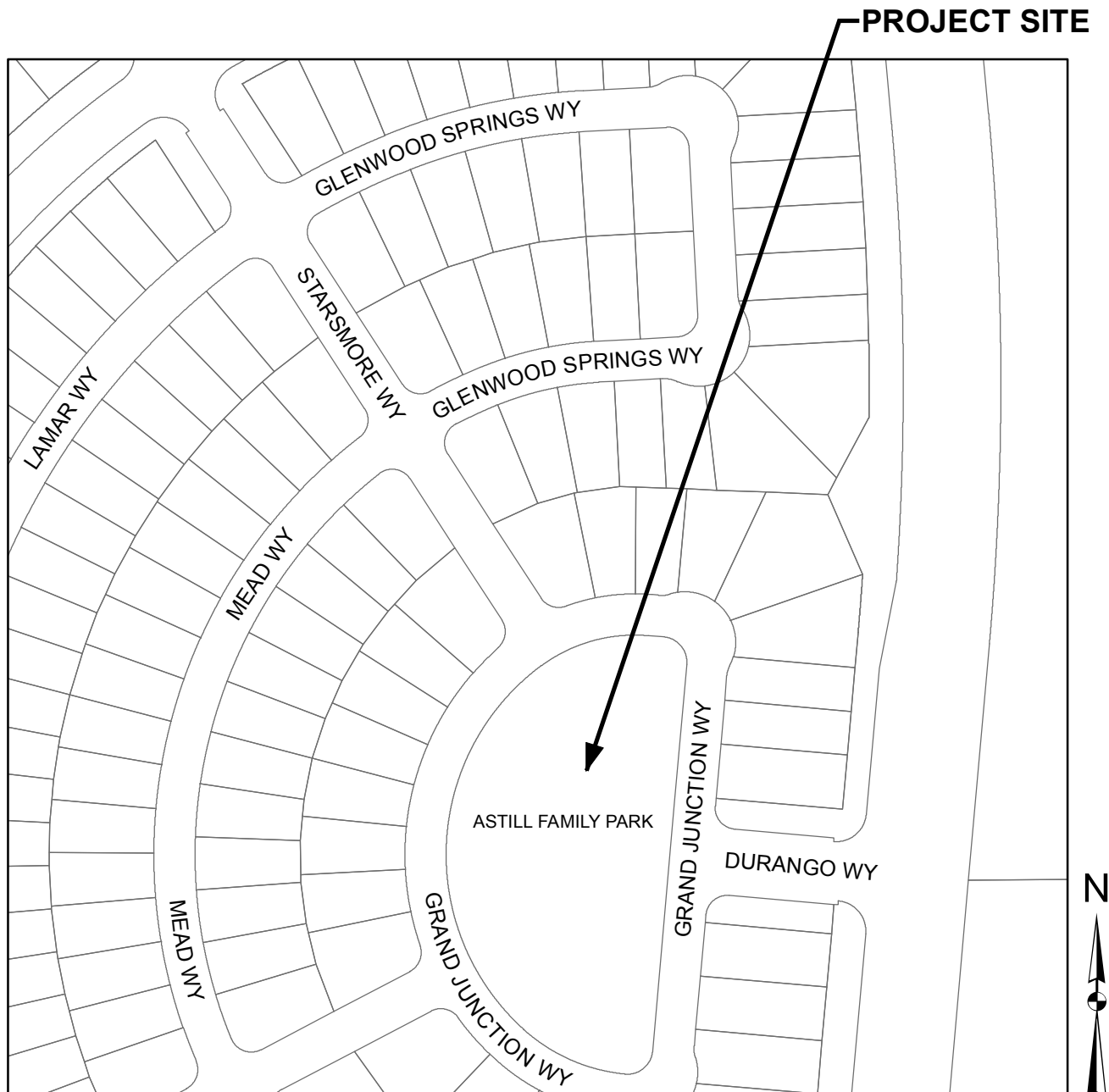
Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____ proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.

Notary Public in and for said County and State

Exhibit A

Astill Family Park

The project scope of work included installation of children's play area, picnic area with shade structure, multi-use turf, landscaping and irrigation.





COUNCIL COMMUNICATION

CC #: 9892

File #: 0600

Title: Workplace Investigations - Professional Services Agreement Amendment

Contact: Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

Meeting Date: 4/3/2019

Item #: 7.23.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve the first amendment to professional services agreement with Ellis Makus, LLP for continuing workplace investigation services, and authorize the City Manager to execute it.

BACKGROUND

The Human Resources Department works collaboratively with City departments to address employee conduct and safety issues. One of the ways these issues are evaluated is through the use of an outside, third-party investigator when necessary.

Initially, in the interest of conservative financial planning for the upcoming fiscal year, a professional services agreement was entered into for the FY2018-19 budget year in the amount of \$22,750.00. However, as needs have changed, staff recognizes the need to increase the professional services agreement amount for Ellis Makus LLP and, in the interest of efficiency, requests that such agreement be increased by \$25,000.00 to \$47,970.00 for future needs.

FISCAL IMPACT

Investigative services will be utilized on an as-needed basis. Funds are available in the FY2018-19 budget and will be included in the FY2019-20 proposed budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs are created by this action.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). A professional services agreement for workplace investigation services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-106

Amendment to Eli Makus Service Agreement

RESOLUTION NO. 19-106

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY
AND BETWEEN THE CITY OF ROSEVILLE AND ELLIS MAKUS, LLP, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement for workplace investigation services, by and between the City of Roseville and Ellis Makus, LLP, 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Workplace Investigations

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Ellis Makus, LLP, a California limited liability partnership ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and Ellis Buehler Makus, LLP, predecessor in interest to Ellis Makus, LLP, previously entered into a Professional Services Agreement dated September 17, 2018, ("Agreement") regarding workplace investigations ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated March 5, 2019, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

NOW, THEREFORE, the parties agree as follows:

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

"CITY shall pay twenty-five thousand dollars (\$25,000.00), in consideration of the additional services as set forth in Exhibit "A" to the First Amendment to Agreement. This brings the total not to exceed contract amount to forty-seven thousand, seven hundred and fifty dollars (\$47,750.00)."

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 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

ELLIS MAKUS, LLP, a California
limited liability partnership

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: Partner

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
STACEY PETERSON
Human Resources Director

EXHIBIT "A"

Via email (SSchinnerer@roseville.ca.us)



March 5, 2019

Stacey Peterson
Human Resources Director
Civic Center
311 Vernon Street
Roseville, CA 95678

Re: Engagement for Legal Services

Dear Ms. Peterson:

We are pleased to amend the existing agreement between the City of Roseville (City) and Ellis Makus LLP (formerly, Ellis Buehler Makus LLP) (the Firm) to continue to provide workplace investigation services. This letter will confirm the terms of this engagement. This engagement will become effective upon our receipt of a signed copy of this letter.

Scope of Engagement

The City has retained the Firm to conduct independent workplace investigations for the City from time to time. When assigned to a matter, the Firm will conduct an impartial investigation into the allegations.

The City understands that there are no guarantees as to the outcome of the investigation. As an independent contractor, the Firm has the right to determine means, manner, and findings related to the investigation. The City agrees to allow the Firm full discretion to undertake the investigation and otherwise make findings without influencing or interfering with the outcome. The City understands and acknowledges that the Firm will exercise independent judgment to make whatever findings it deems are warranted based on the evidence developed in the investigation, and that this engagement is not dependent on the Firm making or failing to make particular credibility determination, finding of fact, or conclusion. After conducting relevant interviews and reviewing relevant documents and information, the Firm will, if requested by the City, prepare a written report summarizing the investigation and findings.

It is understood that in this engagement, the Firm and the City have an attorney-client relationship and that the Firm is providing professional legal services based on its professional experience and expertise. The Firm has been retained to use its legal skills to assist the City in developing a response to the allegations. Specifically, the Firm will use its expertise in employment law to arrive at findings based on its professional

Ellis Makus LLP

980 9th Street, 16th Floor
Sacramento, CA 95814
916.426.9180
www.ellismakus.com

evaluation of the evidence. The parties intend that the investigation and investigation report will be covered by the attorney-client privilege and attorney work product protections to the extent legally permissible and subject to the City's right to waive the attorney-client privilege in the future.

The Firm will, if requested, render legal advice to the City on issues limited to the investigation process. The City will seek legal advice, as appropriate, from other counsel regarding what action to take as a result of the investigation. The scope of the investigation does not include rendering any legal conclusions, making recommendations, or in the event of litigation or administrative claim, representation of the City or anyone else involved in the litigation. The investigation will be conducted in furtherance of the City seeking legal advice to resolve the underlying issues.

The City's Duties and Communication

The City acknowledges that its cooperation and support is required for the Firm to provide services effectively. Therefore, the City will keep the Firm fully informed as to the facts and developments relevant to the Firm's representation of the City. The City will provide the Firm with complete and accurate information, including written materials when requested and, in the context of an impartial workplace investigation, full access to witnesses and documents.

The City has authorized the Firm to communicate about its services with the City's Human Resources Director. During the course of the engagement, if requested by the City, the Firm will provide status updates of the progress of the engagement.

Fees, Expenses and Billing Practices

The City understands that Eli Makus is the attorney responsible for this matter and his hourly billing rate for this engagement is \$320. From time to time, where appropriate to use other individuals on a matter, the Firm's hourly billing rates for other individuals is as follows: \$320 for Partners, \$275 for Associates and \$135 for Legal Specialist support. Time is billed in increments of one-tenth of an hour. If called upon in the future to testify or respond to discovery about the engagement, Mr. Makus agrees to make himself reasonably available to testify and perform work related to such testimony or discovery at then applicable current rates for such work. In the event of a rate increase, the Firm will notify the City in writing before any increase becomes effective.

The Firm expenses and direct costs incurred in rendering services under this engagement will be reimbursed by the City. Such costs will include, but are not limited to, attorneys' fees incurred while preparing for and testifying about the investigation, mileage at then current IRS mileage reimbursement rate, messenger delivery services, overnight mail delivery services, and other incidental costs.

The Firm will bill the City no more than once a month and the City agrees to pay the invoice within thirty days of receipt.

Future Matters

Unless otherwise agreed upon in writing, all other matters referred to the Firm for representation shall be governed by the terms of this engagement letter, except that the Firm's obligation to represent the City shall consist of an obligation to furnish appropriate representation in such future matters with reasonable diligence as applicable to the matter in question.

Indemnification

The City agrees to indemnify, defend, and hold the Firm, and its respective employees and Partners, harmless from any and all damages, claims, judgments, penalties, losses, costs and expenses, including attorneys' fees, that may arise from or are related to the services rendered under this agreement, except for any intentional misconduct or failure by the Firm to follow applicable standards of professional care.

Arbitration

While we certainly do not anticipate a conflict between us, in the event of any material dispute regarding services provided or fees charged by the Firm which cannot be settled amicably, the Firm and the City both agree that such dispute shall be submitted, as soon as practicable, to final and binding arbitration in Sacramento County in accordance with the rules and procedures of JAMS Inc., a private mediation and arbitration facilitator. Any dispute shall be strictly confidential between the Firm and the City and, except for our own representatives, will not be disclosed to any other person or entity.

Termination of Agreement

Either party may terminate this Agreement at any time upon notice to the other. The attorney-client relationship between the City and the Firm will end when the Firm has concluded all work associated with this engagement. Upon conclusion of the engagement or termination of this Agreement, all unpaid fees are immediately due and payable.

Entire Agreement

This Agreement represents the entire agreement between the City and the Firm and supersedes any prior oral, written, or implied agreements. The City's signature below signifies the acceptance of the terms of this Agreement. Please sign it and return it to the Firm.

We look forward to working with you.

Sincerely,



Eli Makus
Partner

I agree to the foregoing terms and conditions of engagement.

Date:

By:

Stacey Peterson
Human Resources Director



COUNCIL COMMUNICATION

CC #: 9897

File #: 0201-01 & 0206 & 0208

Title: Community Facilities Districts and Landscaping and Lighting Districts - Budget Adjustments

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

Meeting Date: 4/3/2019

Item #: 7.24.

RECOMMENDATION TO COUNCIL

The Finance Department recommends the City Council approve three ordinances authorizing the attached budget adjustments.

BACKGROUND

An adjustment is recommended to fund equipment and make unanticipated repairs using available resources. Adjustments are also recommended in some Community Facilities Districts (CFDs) and Landscaping and Lighting Districts (LLDs) in order to true-up to the FY2018-19 levies that were submitted to Placer County. These adjustments include:

- Item #1: The Parks Maintenance Division is requesting \$13,000.00 from the available balance in the North Central Roseville LLD, Zone G, for the purchase and installation of an irrigation controller as part of a larger effort to convert the irrigation systems in the City's parks from Motorola to Calsense. Parks Maintenance is also requesting \$15,000.00 from the Riverside District LLD to make unanticipated repairs to the Riverside train monument. Neither of these expenditures were included as part of the adopted FY2018-19 budget. Also, in the Infill LLD, Reuter Ranch (zone c) utilities were incorrectly charged to Pheasant Run (zone A) from January 2018 to March 2019. The \$675 covers the six months of FY2017-18 charges that are being recorded in FY2018-19 as part of the correction.
- Item #2: This budget adjustment changes the object codes used from transfer object codes to revenue and expenditure object codes to align with accounting requirements and does not have any impact on available resources.
- Item #3: This budget adjustment is recommended to align the budgets with the FY2018-19 final levy budgets that were submitted to the County. Some of the line items were underestimated when the budgets were developed in Spring 2018. The actual tax levies are not finalized until July. There are funds available to cover the expenses in each district's respective fund balance. Also included is a correction from a prior budget adjustment that

was applied to the wrong fund.

FISCAL IMPACT

There are sufficient fund balances in all of the identified CFDs and LLDs to accommodate these requests. There is no impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061 (b)(3)). Budget adjustments do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6070

Budget Adjustment - Item #1

Ordinance No. 6071

Budget Adjustment - Item #2

Ordinance No. 6072

Budget Adjustment - Item #3

ORDINANCE NO. 6070

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds to fund equipment and make unanticipated repairs using available Lighting and Landscape District (LLD) resources, per the request of the Finance Department, as listed on the attached Request for Budget Adjustment and resulting in a net increase in the amount of \$28,675.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO. 6071

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for changes in the object codes charged from transfer object codes to revenue and expenditures object codes for activity between the Endowment Fiduciary and Agency Funds and the City's Funds, per the request of the Finance Department, as listed on the attached Request for Budget Adjustment.

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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. If you have questions or need assistance preparing this form, please contact the budget team @ BudgetTeam@roseville.ca.us

REQUESTER NAME & TITLE: Jeannine Thrash, Analyst
DEPARTMENT/DIVISION: Finance/Accounting
FISCAL YEAR: FY 2018-19 EFFECTIVE DATE: _____
PROPOSED COUNCIL DATE (if applicable): 4/3/19

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

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

[Miscellaneous Budget Training Information](#)

Use of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
4,879	00758	5300	700			Repairs and Maintenance Expense for Stormwater/Drainage Maint
(4,879)	00758	8900	700			Transfer Out to Fund 224 (Stormwater/Drainage Maint.)
1,633	00640	5300	600			Repairs and Maintenance Expense for Open Space
1,274	00642	5300	600			Repairs and Maintenance Expense for Open Space
1,044	00643	5300	600			Repairs and Maintenance Expense for Open Space
3,127	00644	5300	600			Repairs and Maintenance Expense for Open Space
1,169	00645	5300	600			Repairs and Maintenance Expense for Open Space
2,727	00647	5300	600			Repairs and Maintenance Expense for Open Space
763	00651	5300	600			Repairs and Maintenance Expense for Open Space
359	00659	5300	600			Repairs and Maintenance Expense for Open Space
(1,633)	00640	8900	600			Transfer Out to Fund 219 (Open Space)
(1,274)	00642	8900	600			Transfer Out to Fund 219 (Open Space)
(1,044)	00643	8900	600			Transfer Out to Fund 219 (Open Space)
(3,127)	00644	8900	600			Transfer Out to Fund 219 (Open Space)
(1,169)	00645	8900	600			Transfer Out to Fund 219 (Open Space)
(2,727)	00647	8900	600			Transfer Out to Fund 219 (Open Space)
(763)	00651	8900	600			Transfer Out to Fund 219 (Open Space)
(359)	00659	8900	600			Transfer Out to Fund 219 (Open Space)
\$ -	TOTAL					

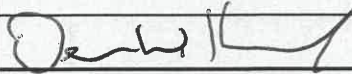
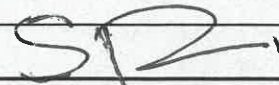
Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
4,879	00224	3890	224			Other revenue for Stormwater/Drainage Maint
(4,879)	00224	3900	224			Transfer In from Fund 700 Org Key 00758 Diamond Creek CFD #1
1,633	00219	3890	219			Other Revenue for Open Space
1,274	00219	3890	219			Other Revenue for Open Space
1,044	00219	3890	219			Other Revenue for Open Space
3,127	00219	3890	219			Other Revenue for Open Space
1,169	00219	3890	219			Other Revenue for Open Space
2,727	00219	3890	219			Other Revenue for Open Space
763	00219	3890	219			Other Revenue for Open Space
359	00219	3890	219			Other Revenue for Open Space
(1,633)	00219	3900	219			Transfer In from Fund 600 Org Key 00640 Woodcreek West Endowment
(1,274)	00219	3900	219			Transfer In from Fund 600 Org Key 00642 Woodcreek North (Sares)
(1,044)	00219	3900	219			Transfer In from Fund 600 Org Key 00643 No Central Wetlands Endowment
(3,127)	00219	3900	219			Transfer In from Fund 600 Org Key 00644 Highland Res North Endowment
(1,169)	00219	3900	219			Transfer In from Fund 600 Org Key 00645 Commerce Ctr 65 Preserve Area
(2,727)	00219	3900	219			Transfer In from Fund 600 Org Key 00647 WCE Longmeadow/Rsvl Tech Park
(763)	00219	3900	219			Transfer In from Fund 600 Org Key 00651 Silverado Oaks Urban Reserve
(359)	00219	3900	219			Transfer In from Fund 600 Org Key 00659 Open Space Endowments

\$	-	TOTAL
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Justification for Budget Adjustment:

This budget adjustment changes the object codes charged from transfer object codes to revenue and expenditures object codes for activity between the Endowment Fiduciary and Agency Funds (outside the reporting entity) and the City's Funds. This aligns the object codes with proper accounting standards and does not have a impact on available resources.

Jeannine Thrash			
PREPARED BY (PRINTED NAME)		DATE	
REQUIRED APPROVALS:			
			
3/12/19		3/13/19	
REQUESTING DEPARTMENT HEAD / DESIGNEE		BUDGET MANAGER / DESIGNEE	
			
3/12/19			
FINANCE DIRECTOR / DESIGNEE		CITY MANAGER / DESIGNEE	

ORDINANCE NO. 6072

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for true-ups to the FY2018-19 levies for the Community Facilities Districts and Landscaping and Lighting Districts, per the request of the Finance Department, as listed on the attached Request for Budget Adjustment and resulting in a net increase in the amount of \$15,382.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. If you have questions or need assistance preparing this form, please contact the budget team @ BudgetTeam@roseville.ca.us

REQUESTER NAME & TITLE: Jeannine Thrash, Analyst
DEPARTMENT/DIVISION: Finance/Accounting
FISCAL YEAR: FY 2018-19 EFFECTIVE DATE: _____
PROPOSED COUNCIL DATE (if applicable): 4/3/19

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

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

[Miscellaneous Budget Training Information](#)

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
5,382	00698	8900	200			Transfer Out to Fund 219 (Open Space)
10,000	00769	8900	200			Transfer Out to Fund 219 (Open Space)
4,513	00775	8900	200			Transfer Out to Fund 224 (Stormwater/Drainage Maint.)
(4,513)	00224	8900	224			Fund 224 (Stormwater/Drainage Maint.) -Delete entry applied to incorrect org key (from Ord 6041)
\$ 15,382	TOTAL					

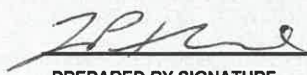
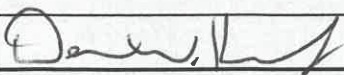
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
5,382	00219	3900	219			Transfer in from Fund 200(LLD/SD Fund)
(5,382)			200			Available resources
5,382			219			Available resources
10,000	00219	3900	219			Transfer in from Fund 200(LLD/SD Fund)
(10,000)			200			Available resources
10,000			219			Available resources
(4,513)			200			Available resources
4,513			224			Available resources

\$ 15,382	TOTAL	
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Justification for Budget Adjustment:

Fund 219/Org keys 00698 and 00769- Adjustments are recommended to align the IFAS budget with the FY2018-19 final levy budget that was submitted to the County. The line item was underestimated when the budget was entered into IFAS in February 2018.

Fund 224 and Org key 00775: Budget adjustment approved with Ordinance 6041 increased 00224-8900 by \$4,513 which was meant to be an increase of authority of \$4,513 for 00775-8900. The transfer into Fund 224 (under object code 3900) was adjusted during the last budget adjustment made (Ordinance 6041). This is budget adjustment corrects the error from the prior budget adjustment. There are funds available to cover the expenses in each district's respective fund balance.

Jeannine Thrash		 2-28-19	
PREPARED BY (PRINTED NAME)	DATE	PREPARED BY SIGNATURE	DATE
REQUIRED APPROVALS:			
 3/12/19	DATE	 3/12/19	DATE
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
 3/12/19	DATE		
FINANCE DIRECTOR / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE



COUNCIL COMMUNICATION

CC #: 9881

File #: 0201-01 & 0307

Title: Flood Emergency Response - Budget Adjustment

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

Meeting Date: 4/3/2019

Item #: 7.25.

RECOMMENDATION TO COUNCIL

The Finance Department recommends that the City Council adopt an ordinance authorizing the attached budget adjustment to fund the remaining invoices for the Flood Emergency Response Project with grant revenue.

BACKGROUND

The Central Valley Flood Protection Act of 2008 established a requirement for cities and counties within the Sacramento - San Joaquin Valley to develop flood warning and response plans.

In 2013, the City of Roseville was awarded a grant from the California Department of Water Resources to enhance our Flood and Response Plan to include flood forecasting and inundation mapping at various-sized storm events for our flood-prone areas along Linda, Cirby, and Dry Creeks, and to update the communications system for our Flood Alert System stream gauges.

Project delays resulted in a lapse of the appropriation authority related to this project, which was ultimately completed in September 2018. As a result, staff is proposing a budget adjustment to fund the remaining invoices for the Flood Emergency Response Project with grant revenue.

FISCAL IMPACT

There is no impact to the General Fund as these expenses are covered by a grant received from the California Department of Water Resources which was previously approved with Council Resolution 13-80.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

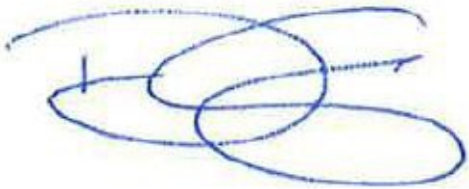
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The approval of the budget adjustment does not include the potential for a significant environmental effect and therefore is not subject to CEQA.

Respectfully Submitted,

Nick Rosas, Accounting Supervisor

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6068

Budget Adjustment

ORDINANCE NO. 6068

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the flood emergency response project, per the request of the Finance Department, as listed on the attached Request for Budget Adjustment totaling \$69,420.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

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

REQUESTER*: Brian Walker / Nicholas Rosas

DEPARTMENT/DIVISION*: Public Works / Engineering

FISCAL YEAR/EFFECTIVE DATE*: FY 2018-19

PROPOSED COUNCIL DATE (if applicable): 04/03/2019

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

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
69,420	08321	5101	100			Flood Emergency Response Project - West Inc.
\$ 69,420	TOTAL					
SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
69,420	08321	3750	100			State Grants
\$ 69,420	TOTAL					
FINANCE USE						
Approved:		3/13/19		3/13/19		
BUDGET MANAGER/DESIGNEE		DATE		Finance Director		Date

Justification for Budget Adjustment*:

In March 2013, City Council approved Resolution 13-80 to accept funding from the California Department of Water Resources for the purpose of funding the Flood Emergency Response Project, completed by West Consultants, Inc. All deliverables related to this project were accepted by the City in September 2018. There were delays to the original time line, and in fiscal year 2017-18, this project was inadvertently closed. This budget adjustment is requesting approval to pay West Consultants, Inc. previously part of the budget in 08321.

Approved:	3-13-19	Approved:	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 9908

File #: 0800-06 & 0201-01

Title: Building Plan Check Services - Budget Adjustment

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

Meeting Date: 4/3/2019

Item #: 7.26.

RECOMMENDATION TO COUNCIL

Staff recommends that the Council adopt an ordinance authorizing a budget adjustment in the amount of \$200,000.00 for contract plan check services.

BACKGROUND

Due to recent retirements, the Building division has been short one plan reviewer since Fall 2018. This, combined with high levels of development activity, have resulted in a need to increase the use of contract plan review services.

The Building division annually budgets for plan check and staff contract services to assist with plan review and inspection during peak workloads. The cost associated with these contract services are passed through to development customers as services are rendered, thus resulting in a neutral impact to the Development Services Department operating budget.

A budget adjustment of \$200,000.00 is needed to increase the department's spending authority to accommodate the increase in plan check services. The existing services contracts have sufficient headroom before they reach their respective maximum not-to-exceed thresholds. Therefore, no contract amendments are required.

FISCAL IMPACT

The proposed budget adjustment will not result in a fiscal impact to the General Fund. The cost associated with contract plan check and inspection services are passed through to development customers as services are rendered, thus resulting in a neutral fiscal impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on federal guidelines approximately one job is created for every \$92,000 in direct government spending. Therefore, based on the cost of this \$200,000 contract, approximately two

and one fifth jobs would be created.

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 changes in the environment (CEQA Guidelines §15061(B)(3)). A budget adjustment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Brandy LeBeau, Administrative Analyst

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

Ordinance No. 6074

Budget Adjustment

ORDINANCE NO. 6074

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for additional building plan check services, per request of the Development Services Department, as listed on the attached Request for Budget Adjustment in the amount of \$200,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

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

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

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

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Brandy LeBeau

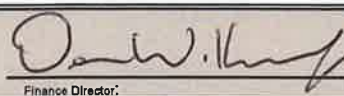
DEPARTMENT/DIVISION*: Development Services Building Division

FISCAL YEAR/EFFECTIVE DATE*: FY19

PROPOSED COUNCIL DATE (if applicable): 04/03/2019

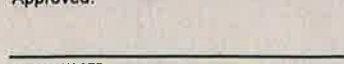
USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
200,000	08810	5101	100			Third party plan review services
\$ 200,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
200,000	08810	3302	100			Additional Revenue Offset
\$ 200,000	TOTAL					

FINANCE USE	Approved:	
	 	3/5/19 3/5/19 BUDGET MANAGER/DESIGNEE DATE Finance Director Date

Justification for Budget Adjustment*:

Plan review contract services for the building division to finish FY19. The request of additional funding will be offset by the plan check revenue collected at time of received and issued building permits.

Approved:	Approved:
 	3/14/19 DATE CITY MANAGER DATE
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER



COUNCIL COMMUNICATION

CC #: 9885
File #: 0600-02

Title: Out of State Travel Request – Environmental Utilities Department
Contact: Kenneth Glotzbach 916-774-5754 kglotzbach@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 7.27.

RECOMMENDATION TO COUNCIL

Approve travel for two Environmental Utilities staff members to attend a 2-day water recycling roundtable meeting in April 2019 in Denver, Colorado.

BACKGROUND

The Water Environment Federation extended an invitation to Roseville staff to attend a 2-day meeting with other utilities from cities throughout the country that have active water recycling programs. The purpose of the meeting is to share regulatory experiences and advanced treatment strategies that provide additional water recycling opportunities. These topics are in step with advances in water recycling that staff are beginning to explore in Roseville. This is the first invitation Roseville has received to be part of a national water recycling discussion.

FISCAL IMPACT

Funding for travel and lodging costs is estimated to be \$2,500.00 and is included in Wastewater Fund through the approved annual Wastewater Administration Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this out of state travel request.

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 changes in the environment (CEQA Guidelines §15061(B)(3)). Out of state travel does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Kenneth Glotzbach, Wastewater Utility Manager

Richard Plecker, Environmental Utilities Director

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

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 9887
File #: 0400-07

Title: Subdivision No. 2005PL-159 at 936 Lawton Avenue Parcel Map
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 7.28.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council approve the parcel map on file with the City Clerk and accept on behalf of the public the right of way and easements offered thereon.

BACKGROUND

The Development Services - Engineering section 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 3 residential parcels.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The sale of new homes will be the results of the acceptance of this map, creating jobs associated with the construction of these future residences.

ENVIRONMENTAL REVIEW

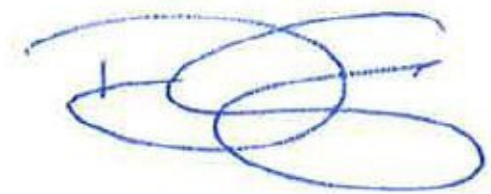
This parcel map is exempt from the provisions of the California Environmental Quality Act pursuant to Section 15315 of the CEQA Guidelines, which exempts minor land divisions in conformance with the General Plan and zoning, where no variance or exception is required, all services and access to the proposed parcels to local standards are available, the parcel was not

involved in a division of a larger parcel within the previous two years, and the parcel does not have an average slope greater than 20 percent.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director

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

Parcel Map

PARCEL MAP
SUBDIVISION NO. 2005PL-159
A SUBDIVISION OF RESULTANT LOT A AS DESCRIBED IN
THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED
AS DOCUMENT NO. 2006-0088428, OFFICIAL RECORDS
OF PLACER COUNTY
PORTION OF SECTION 34, T. 11 N., R. 6 E., M.D.M.
City of Roseville
Placer County – California
April, 2019
PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

OWNER’S STATEMENT

THE UNDERSIGNED HEREBY CERTIFIES THAT THEY ARE THE ONLY PERSON HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS PARCEL MAP, AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND DO HEREBY OFFER FOR DEDICATION THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC CONTROL DEVICES AND APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THE STRIPS OF LAND SHOWN HEREON AS "T.C.E." (TRAFFIC CONTROL EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

ALL THAT PORTION OF LAWTON AVENUE AS SHOWN HEREON AND DESIGNATED AS R.O.W. (RIGHT OF WAY).

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THEIR NAMES TO BE SUBSCRIBED
MILLENIAL HOMES, INC., A CALIFORNIA CORPORATION

BY: _____ DATE: _____
ITS: _____

BY: _____ DATE: _____
ITS: _____

NOTARY STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ON _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACIT(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) , OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY’S SIGNATURE _____ PRINT NOTARY’S NAME _____
MY COMMISSION EXPIRES _____.
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

BENEFICIARY’S STATEMENT

PS FUNDING, INC., A DELAWARE CORPORATION, BENEFICIARY UNDER DEED OF TRUST RECORDED MARCH 1, 2019 AS DOCUMENT NO. 2019-0012493, OFFICIAL RECORDS OF PLACER COUNTY, STATE OF CALIFORNIA, HEREBY CONSENTS TO THE RECORDATION OF THIS PARCEL MAP.

BY: _____ DATE: _____
ITS: _____

BY: _____ DATE: _____
ITS: _____

NOTARY STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ON _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACIT(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) , OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY’S SIGNATURE _____ PRINT NOTARY’S NAME _____
MY COMMISSION EXPIRES _____.
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

CITY ENGINEER’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 9/30/2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.
FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____
TIMOTHY G. BLAIR
PLS #8278 EXPIRATION DATE 12/31/2019



CITY CLERK’S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS PARCEL MAP AND HAS ACCEPTED THE RIGHT OF WAY AND EASEMENTS OFFERED HEREON.

DATED: _____
CITY CLERK, CITY OF ROSEVILLE

SURVEYOR’S STATEMENT

ASSISTANT CITY CLERK, CITY OF ROSEVILLE
THIS PARCEL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ARLEEN W. FOLEY – IN DECEMBER 2005. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY APRIL 30, 2019, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRIAN E. BULLOCK, LS 5260
LICENSE EXPIRES 12/31/19

DATED: _____

RECORDER’S STATEMENT

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, THIS _____ DAY OF _____, 2019 AT _____ .M., IN BOOK _____ OF PARCEL MAPS, PAGE _____ AT THE REQUEST OF ARLEEN W. FOLEY

FILE NO.: _____
RECORDER OF PLACER COUNTY

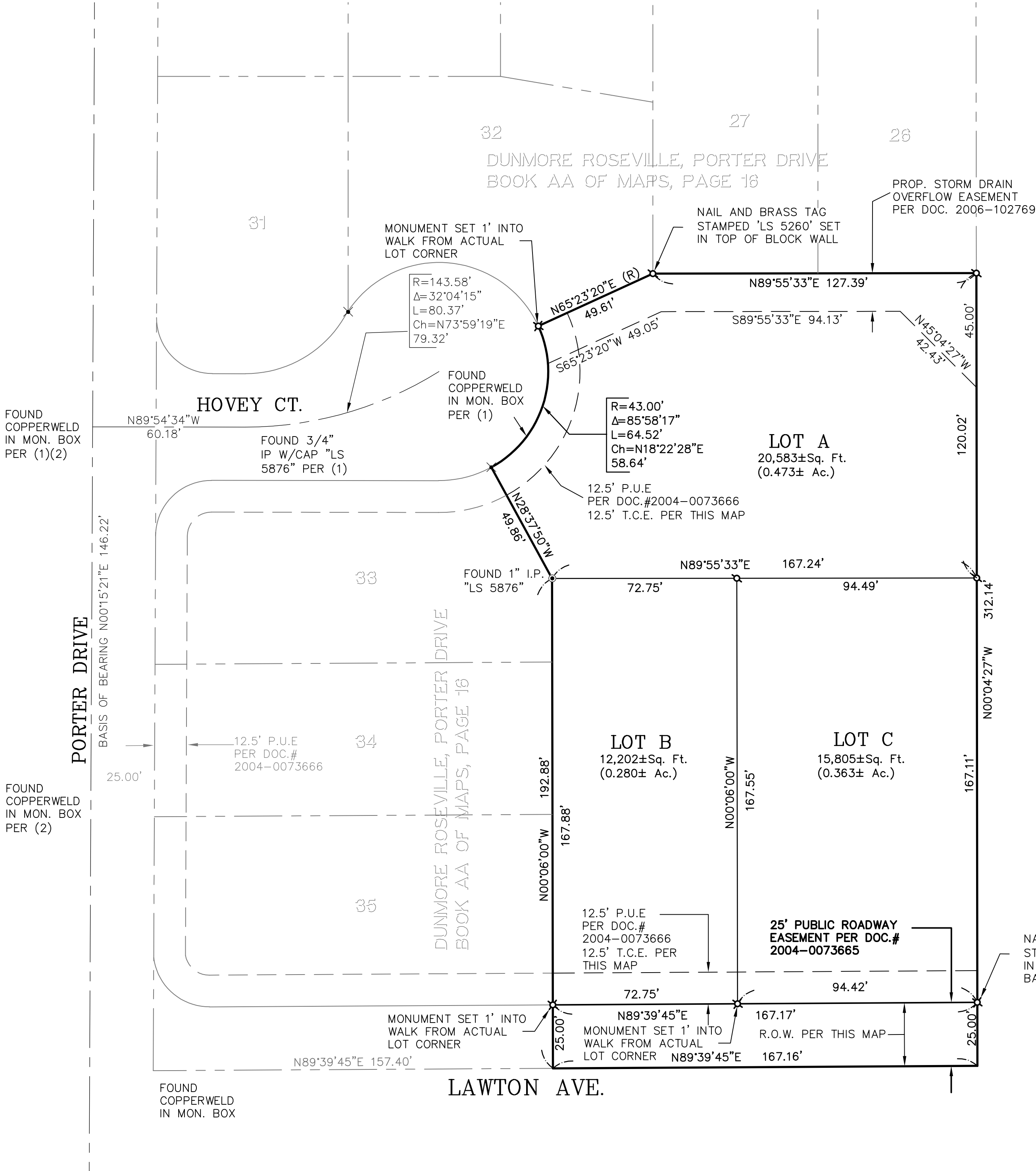
FEE: _____
DEPUTY

PARCEL MAP
SUBDIVISION NO. SUB-000046

A SUBDIVISION OF RESULTANT LOT A AS DESCRIBED IN
THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED
AS DOCUMENT NO. 2006-0088428, OFFICIAL RECORDS
OF PLACER COUNTY
PORTION OF SECTION 34, T. 11 N., R. 6 E., M.D.M.

City of Roseville
Placer County – California
March, 2019

PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)



LEGEND

- FOUND RECORD MONUMENT AS NOTED
- ✕ FOUND CUT SLASH ON BACK OF WALK
- ⊗ SET 1 1/4" IRON PIPE AND TAG STAMPED "LS 5260" UNLESS NOTED OTHERWISE
- ⊗ SET 1 3/8" BRASS DISK STAMPED "LS 5260" IN BACK OF WALK ON PROJECTION OF PROPERTY LINE UNLESS NOTED OTHERWISE
- BOUNDARY LINE
- - - CENTERLINE
- - - EASEMENT LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- P.C.R. PLACER COUNTY RECORDS
- T.C.E. TRAFFIC CONTROL EASEMENT
- (R) RADIAL
- R.O.W. RIGHT OF WAY

REFERENCES

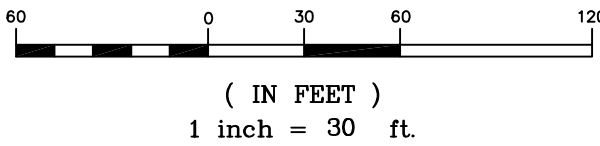
- (1) RECORD PER AA MAPS 16, P.C.R.
- (2) RECORD PER P MAPS 42, P.C.R.

BASIS OF BEARINGS:

THE BEARING OF N 00°15'21" E FOR THE CENTERLINE OF PORTER DRIVE AS SHOWN ON THAT CERTAIN SUBDIVISION MAP FOR DUNMORE ROSEVILLE, PORTER DRIVE, RECORDED IN BOOK AA OF MAPS, AT PAGE 16, PLACER COUNTY RECORDS WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY.

NAIL AND BRASS TAG
STAMPED 'LS 5260' SET
IN TOP OF WOODEN
BARRICADE POST

GRAPHIC SCALE



NOTES:

1. THE AREA WITHIN THE BOUNDARY AS CALCULATED FROM THE COURSES SHOWN HEREON IS 1.211 ACRES. THIS PARCEL MAP CONTAINS 3 RESIDENTIAL LOTS.
2. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. THE SUM OF THE PARTS OF A LINE OR CURVE MAY NOT BE EQUAL TO THE WHOLE LENGTH DUE TO ROUNDING OF DISTANCES.
4. THE EXISTING 15' WIDE PRIVATE DRAINAGE AND OVERLAND RELEASE EASEMENT PER BOOK AA OF MAPS, PAGE 16 AND LOCATED WITHIN LOT A SHOWN HEREON, WAS ABANDONED PER DOCUMENT NUMBER 2006-0102768 AND PER THIS PARCEL MAP.
5. PRIOR TO ISSUANCE OF A PERMIT OR OTHER GRANT OF APPROVAL BY THE CITY OF ROSEVILLE FOR DEVELOPMENT OF ANY PARCEL (INCLUDING, BUT NOT LIMITED TO, ISSUANCE OF A BUILDING PERMIT, GRADING PERMIT, OR ANY ACTIVITY AUTHORIZED BY THE ZONING ORDINANCE, OR THE CONSTRUCTION OF ANY STRUCTURE FOR SITE SPECIFIC DEVELOPMENT IN CONFORMANCE WITH THE CITY'S IMPROVEMENT STANDARDS AND CONSTRUCTION STANDARDS SHALL BE MADE PART OF THE REQUIREMENTS OF SUCH DEVELOPMENT. THE FOLLOWING IMPROVEMENTS MAY BE REQUIRED:
 - A) ROAD IMPROVEMENTS, INCLUDING DRIVEWAYS, TURN LANES, SIDEWALKS, LANDSCAPING, BUS SHELTERS AND APPURTENANCES, STREETLIGHTS, AND/OR OTHER ROAD IMPROVEMENTS, AS DETERMINED BY THE ENGINEERING DEPARTMENT, IN CONFORMANCE WITH THE IMPROVEMENT STANDARDS AND CONSTRUCTION STANDARDS OF THE CITY OF ROSEVILLE.
 - B) WATER AND SEWER INFRASTRUCTURE, DESIGNED AND CONSTRUCTED PURSUANT TO THE CITY OF ROSEVILLE IMPROVEMENT STANDARDS AND CONSTRUCTION STANDARDS.
 - C) FIRE HYDRANTS LOCATED AS REQUIRED BY THE FIRE DEPARTMENT IN CONFORMANCE WITH THE IMPROVEMENT STANDARDS AND CONSTRUCTION STANDARDS OF THE CITY OF ROSEVILLE.
 - D) ELECTRIC FACILITIES OF A DESIGN APPROVED BY THE ELECTRIC DEPARTMENT IN CONFORMANCE WITH THE IMPROVEMENT STANDARDS AND CONSTRUCTION STANDARDS OF THE CITY OF ROSEVILLE.
 - E) PUBLIC EASEMENTS AS MAY BE REQUIRED.



COUNCIL COMMUNICATION

CC #: 9905
File #: 0102-10

Title: Resolution of 2020 U.S. Census Support
Contact: Megan MacPherson 916-774-5455 mmacpherson@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 7.29.

RECOMMENDATION TO COUNCIL

Support the 2020 U.S. Census to ensure a complete, fair, and accurate count of all Californians.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Ceremonial documents do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Megan MacPherson, Public Affairs & Communication Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

2020 U.S. Census Support

CITY OF ROSEVILLE



OF

2020 U.S. Census Support

WHEREAS, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years and the next enumeration will be April 1, 2020; and

WHEREAS, the primary and perpetual challenge facing the U.S. Census Bureau is the undercount of certain population groups; and

WHEREAS, that challenge is amplified in California, given the size of the state and the diversity of communities and California has a large percentage of individuals that are considered traditionally hard to count; and

WHEREAS, California receives nearly \$77 billion in federal funding that relies, in part, on census data and a complete and accurate count of California's population is essential; and

WHEREAS, the data collected by the decennial Census determines the number of seats each state has in the U.S. House of Representatives and is used to distribute billions of dollars in federal funds to state and local governments and the data is also used in the redistricting of state legislatures, county boards of supervisors and city councils; and

WHEREAS, the decennial census is a massive undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count which includes coordination between tribal, city, county, state governments, community-based organizations, education, and many more; and

WHEREAS, California is kicking-off its outreach and engagement efforts in April 2019 for the 2020 Census and the City of Roseville is committed to robust outreach and communication strategies to make the 2020 U.S. Census a success.

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby support the **2020 U.S. Census** to ensure a complete, fair, and accurate count of all Californians.

SIGNED this 3rd day of April 2019.

JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 9910
File #: 0102-10

Title: Resolution of Commendation to Vonette Fontaine
Contact: Cheryl Hammond 916-774-5636 chammond@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 7.30.

RECOMMENDATION TO COUNCIL

Recommend Vonette Fontaine be commended for 24 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Ceremonial documents do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Cheryl Hammond, Administrative Assistant

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution of Commendation to Vonette Fontaine

CITY OF ROSEVILLE



OF

COMMENDATION

WHEREAS, Vonette Fontaine began her distinguished career with the City of Roseville as a Public Information Technician in the City Manager's Office in July 1995, promoted to Electric Public Relations Manager in January 2006 and Electric Public Relations Officer in February 2013; and

WHEREAS, Vonette created newsletters, press releases, planned events for many grand openings across the city including Roseville Electric Utility's Centennial, Roseville Energy Park Grand Opening, Roseville Parkway, the Douglas Fly-Over, Harry Crabb Tunnel, Atlantic Street Redevelopment the City's 90th Anniversary and City Hall Grand Re-Opening; and

WHEREAS, Vonette created Neighborhood Santa and Roseville Electric Utility's Count Watts and Spooktacular Event, Your Trusted Solar Advisor media and Life is Electric campaigns, and participated in the development of the Utility Exploration Center and eventually served as co-manager; and

WHEREAS, Vonette received five Pride of Roseville Awards for her work on the Roseville Exploration Center Development, Roseville Historical Society Museum Improvements and Roseville Electric Centennial Clock, Big Trucks Summer and Electric Department Emergency Response on the Galleria Fire team; and

WHEREAS, Vonette's work has been recognized by Northwest Public Power Association, American Public Power Association, the California Association of Public Information Officers, the California Municipal Utilities Association and the Sacramento Chapter of the Public Relations Society; and

WHEREAS, Vonette has provided professional and loyal service and she will be greatly missed by her friends and co-workers.

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby commend **VONETTE FONTAINE** for her 24 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

SIGNED this 3rd day of April 2019.

JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 9877

File #: 0323

Title: Family Mobile Crisis Team – Contract for Services

Contact: Bridgette Dean 916-774-5017 bdean@roseville.ca.us

Meeting Date: 4/3/2019

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Adopt a resolution authorizing the City Manager to sign the attached Contract for Services with Placer County Department of Health and Human Services for a Family Mobile Crisis Team to be co-located at Roseville Police Department.

BACKGROUND

The Roseville Police Department and Placer County Health and Human Services has a long-standing working relationship to coordinate child abuse and neglect investigations, child trafficking intervention, domestic violence reporting, and safety of families. With the creation and implementation of the Placer County Mobile Crisis Teams, the department and the City has seen a positive impact and reduced first responder service needs with adult individuals who are connected to and receive services from Mobile Crisis Teams.

The current Mobile Crisis Team model does not support children under the age of 16. Under this contract, the County is able to provide family mobile crisis services, and desires to provide funds to the City to assist the County to identify and respond to family crises to de-escalate and connect with services before inpatient or other highly stigmatizing and traumatic interventions are necessary. The Roseville Police Department is an experienced community resource called out to respond and intervene in dangerous and crisis situations. With the collaboration of officers and Family Mobile Crisis Team members, the program will reduce calls for service and improve the quality of life for children and families who are supported by this model. Such responses will involve calls requesting assistance for a child and youth's mental health crisis but may also involve calls for assistance with a youth who is out of parental control, alcohol and/or drug use, substance abuse, family crisis, family interventions, and other family conflicts. A more immediate response in the field will accelerate the capacity to address the youth and family issues, reduce trauma, and begin short-term follow-up and case management services immediately to begin the healing process.

FISCAL IMPACT

Placer County will pay the City a total amount that shall not exceed \$35,503.00 for the term of this agreement.

The first payment, in the amount of \$5,726.25 for the period of February 1, 2019 to June 30, 2019, is payment for co-location at the Roseville Police Department location and for all services and support by the Roseville Police Department Administrator/Liaison (0.1 FTE) as set forth in Exhibit A, Scope of Services. Thereafter, the County will pay the City \$13,734.00 annually from July 1, 2019 to June 30, 2021, as full payment for co-location at the Roseville Police Department location and for all services and support by the Roseville Police Department Administrator/Liaison (0.1 FTE) as set forth in Exhibit A, Scope of Services.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this Contract for Services.

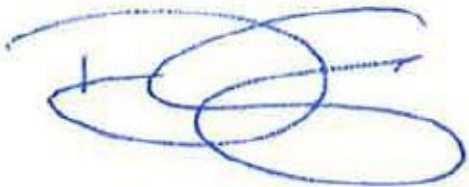
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Rob Baquera, Department Public Information Officer

James Maccoun, Chief of Police



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-98

Contract for Services

RESOLUTION NO. 19-98

APPROVING A CONTRACT FOR SERVICES, BY AND BETWEEN THE COUNTY OF PLACER THROUGH ITS HEALTH & HUMAN SERVICES DEPARTMENT, AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract for Services regarding the co-location and liaison for Family Mobile Crisis Team (FMCT), by and between County of Placer through its Health & Human Services Department, and City of Roseville, has been reviewed by the City Council;

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

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

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

Mayor

ATTEST:

City Clerk

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Co-Location and Liaison for Family Mobile Crisis Team (FMCT) Services
CONTRACT NO. **CN001200**
BEGINS: February 1, 2019
ENDS: June 30, 2021
ADMINISTERING AGENCY: Health and Human Services, Children's System of Care

This is an Agreement made and operative as of the 1st day of February 2019, between the COUNTY OF PLACER, through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **the City of Roseville**, a municipal corporation, hereinafter referred to as "CITY."

WHEREAS, COUNTY and CITY have a long standing working relationship to coordinate child abuse and neglect investigations, child trafficking intervention, domestic violence reporting, and safety of families, and

WHEREAS, COUNTY is able to provide family mobile crisis services, and

WHEREAS, COUNTY desires to provide funds to CITY to assist COUNTY to identify and respond to family crises to de-escalate and connect with services before inpatient or other highly stigmatizing and traumatic interventions are necessary, and

WHEREAS, CITY is an experienced community resource called out to respond and intervene in dangerous and crisis situations, and has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **SERVICES:** CITY agrees to provide COUNTY with identification of potential family crisis situations that are called in to dispatch, or identified by resource officers, space for co-location of the family mobile crisis team at Roseville Police Department (PD), and liaison services between Roseville PD, Dispatch, and the FMCT to expedite intervention, and COUNTY will provide FMCT services and coordination as set forth in **Exhibit A titled Scope of Services**, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CITY except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** COUNTY will pay to CITY as full payment for all services rendered pursuant to this Agreement in the amount set forth in **Exhibit B, titled Payment Provisions**. The payment specified in Exhibit B shall be the only payment made to CITY for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **Thirty-Three Thousand One Hundred Ninety-Five Dollars (\$33,195)**. This rate shall be inclusive of all CITY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CITY shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

4. **OMB 2 CFR Part 200:** Except for agreements that are straight hourly rate or fee for services contracts not built on a submitted Budget, all components of payment billed to COUNTY will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.
5. **INVOICES:**
- 5.1. CITY shall provide invoices to the COUNTY annually. COUNTY will review, approve, and pay all valid invoices within 30 days of receipt.
- 5.2. Invoices for payment shall be submitted to the following address, shall be on the Sample Invoice provided by COUNTY or on CITY'S letterhead and shall include the contract number, the CITY name and remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless it is legally permissible and there is a necessary business need. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted:
- Placer County HHS Fiscal
Attn: Accounts Payable
3091 County Center Drive, Suite 290
Auburn, CA 95603
Email: HHSPayables@placer.ca.gov
- 5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CITY until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
6. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CITY identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
7. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, CITY shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. At COUNTY'S discretion, COUNTY may make equipment or facilities available to CITY for CITY'S use in furtherance of this Agreement only where a COUNTY Facility or Equipment exhibit is attached to this Agreement identifying the equipment or facilities to be used by which of CITY'S personnel.
8. **ACCOUNTING REQUIREMENTS:** CITY shall comply with all applicable COUNTY, State, and Federal accounting laws, rules and regulations. CITY shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CITY's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
9. **RIGHT TO MONITOR AND AUDIT:** COUNTY, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and

Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CITY of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and ensure that the CITY takes timely and appropriate action on all deficiencies.

10. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**

- 10.1. Notwithstanding any other provision of the Agreement, COUNTY will be held harmless by CITY from any Federal or State audit disallowance and interest resulting from payments made to CITY pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.
- 10.2. To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CITY has received reimbursement for services provided, COUNTY will recoup within 30 days from CITY through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.
- 10.3. CITY shall reply in a timely manner, to any request for information or to audit exceptions by COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.
- 10.4. CITY will cooperate with COUNTY in any challenge of a disallowance by a Federal or State agency.

11. **CONTRACT TERM:** This Agreement shall remain in full force and effect from February 1, 2019 through June 30, 2021. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

12. **CONTINGENCY OF FUNDING:**

- 12.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty. Except in COUNTY's sole discretion, which discretion may be limited at law, CITY agrees and understands that in no event will any of COUNTY'S obligations under this Agreement be funded from any other COUNTY funding source.
- 12.2. Any adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope of Services in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Placer Board of Supervisors, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CITY and COUNTY. CITY understands that any such amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

13. **TERMINATION:**

- 13.1. Either party shall have the right to terminate this Agreement without cause; any such termination will be effective thirty (30) calendar days after written notice.. If the COUNTY gives notice of termination for cause, CITY shall immediately cease rendering service upon

receipt of such written notice. Such notice shall be personally served or given by United States Mail.

13.2. In the event COUNTY terminates this Agreement, CITY shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CITY under this Agreement, COUNTY will pay CITY the reasonable value of services rendered by CITY to the date of termination pursuant to this Agreement not to exceed the amount documented by CITY and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Payment section herein, and further provided, however, COUNTY will not in any manner be liable for lost profits which might have been made by CITY had CITY completed the services required by this Agreement. In this regard, CITY shall furnish to COUNTY such financial and other information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CITY. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

14. **LICENSES, PERMITS, ETC.:** CITY represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CITY and/or its employees to practice its/their profession. CITY represents and warrants to COUNTY that CITY shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CITY and/or its employees to practice its/their profession at the time the services are performed.

15. **RECORDS:**

15.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CITY, in relation to this Agreement.

15.2. CITY shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CITY agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

15.3. Upon completion or termination of this Agreement, COUNTY may request CITY deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from CITY, then CITY shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CITY is unable to continue its maintenance obligations, CITY shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.

15.4. If Agreement is state or federally funded, CITY shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CITY to expend staff time and/or resources to comply, CITY shall be responsible for all such costs incurred as a result of this activity.

16. **BACKGROUND CHECK:** CITY accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives). Completion of a satisfactory livescan will also be needed if legally required. CITY further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CITY'S actions in this regard.
17. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CITY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between COUNTY and CITY. CITY agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees. CITY shall be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.
18. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See **Exhibit C** for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.
19. **CONFIDENTIALITY of RECORDS and INFORMATION:**
 - 19.1. CITY agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. CITY shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality. CITY shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to CITY with respect to such information. CITY agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.
 - 19.1.1. HIPAA/ Protected Health Information. If CITY is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information, as well as any task or activity CITY performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, CITY is the Business Associate of COUNTY and agrees to the HIPAA Business Associate Agreement (BAA) Addendum exhibit attached to this Agreement.
 - 19.1.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If CITY is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity CITY performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, CITY is the Qualified Service Organization of COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.
20. **CONFLICT OF INTEREST:** CITY certifies that it has no current business or financial relationship with any COUNTY employee or official, or other COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. CITY attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or

employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. CITY shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. CITY certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, CITY agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY.

21. **CONTRACT ADMINISTRATOR:**

21.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement

21.2. ADMINISTRATOR is responsible for monitoring the performance of the CITY in meeting the terms of this Agreement, for reviewing the quality of CITY services, notifying CITY of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.

21.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CITY by written notice. At contract commencement, the ADMINISTRATOR will be:

Twylla Abrahamson, Client Services Director
Placer County Children's System of Care
11716 Enterprise Drive
Auburn, CA 95603
530/889-5440

22. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Jeffrey S. Brown, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

If to CITY: James Maccoun, Police Chief
City of Roseville Police Department
1501 Junction Blvd.
Roseville, CA 95678

23. **NONDISCRIMINATION:** During the performance of this Agreement, CITY shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

24. **ASSIGNMENT:** CITY shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CITY.

25. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CITY. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources. CITY shall only provide those services as requested by COUNTY and COUNTY may cancel any service request.
26. **TIME OF PERFORMANCE:** CITY agrees to complete all work and services in a timely fashion.
27. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CITY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
28. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
29. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CITY shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CITY shall have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

CITY OF ROSEVILLE ("CITY")

Dominick Casey, City Manager
City of Roseville

Date: _____

COUNTY OF PLACER ("COUNTY")

Jeffrey S. Brown, Director,
Department of Health & Human Services

Date: _____

Approved as to Form
City Attorney

Robert R. Schmitt, City Attorney

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – HIPAA Business Associate Agreement-Addendum

SCOPE OF SERVICES**Background**

Senate Bill 833 (Committee on Budget and Fiscal Review, Chapter 414, statutes of 2016) amended the Investment in Mental Health Wellness Act to specifically authorize the triage grants to provide a complete continuum of crisis intervention services and supports for children aged 21 and under who are experiencing a mental health crisis and their families and caregivers. The grant funding supports hiring mental health triage personnel to provide a range of crisis-related triage services to children aged 21 and under in need of assistance, or their parent, guardian, or caregiver.

Triage personnel may provide services anywhere in the community. Many triage positions will be mobile which will enable personnel to respond to a crisis situation on site. Ideally, triage personnel will be located at various points of access best suited to providing immediate crisis interventions, including law enforcement departments.

Triage personnel may be available at these programs to:

- Provide immediate support and triage services such as through assessments, evaluations, and referrals to appropriate levels of care as well as crisis or safety planning;
- Focus on providing services and supports that result in individuals being referred to wellness, resiliency, and recovery-oriented treatment settings that are appropriate to their needs while still being the least restrictive available;
- Monitoring a child's progress and providing mental health crisis placement assistance and service plan development

Reductions in unnecessary hospitalizations and incarceration are contingent on the availability of programs that serve as alternatives to hospitalization and/or jail. These alternatives may include crisis intervention and crisis residential programs. Triage personnel available through the grants are intended to provide immediate, recovery-focused crisis interventions that divert individuals from unnecessary hospitalizations to more appropriate levels of care. Therefore, they are an essential component for mental health and community crisis intervention systems. To meet these objectives, collaboration between COUNTY and community partners is a requirement.

Co-Location

CITY will provide direct referrals from dispatch and resource officers, as well as site support necessary for COUNTY to operate the Family Mobile Crisis Team (FMCT) services in collaboration with CITY at CITY'S Roseville Police Department, located at 1051 Junction Blvd, Roseville CA 95679, including an office for FMCT services, necessary common space such as reception area, bathroom, part-time receptionist assistance, utilities, and janitorial services. Details are provided below.

Funds are provided to CITY under this Agreement for the following:

1. CITY will provide one designated space in PD dedicated for use by the FMCT and will include overhead lighting and standard wiring for electricity, telephone and networked computers. COUNTY will provide wiring upgrades as may be needed to meet COUNTY requirements. CITY will provide access to COUNTY as needed to install these upgrades. COUNTY will provide computers at this location.

2. CITY will provide at least 3 parking spaces to be shared amongst COUNTY staff, landscaped grounds, and access to a reception area, a public handicapped-accessible bathroom and a utility/storage area.
3. CITY will provide their normal receptionist services janitorial services and supplies, garbage collection, utilities, security alarm, furnishings for shared areas, landscape maintenance, and all other usual maintenance and repair services in support of COUNTY FMCT operations at CITY'S Roseville location.
4. CITY staff will make every effort to continue a collaborative approach with COUNTY staff to best serve the clients needing services in the greater Roseville region, including but not limited to, cross-program referrals and coordination of services for those clients needing both COUNTY and CITY services.
5. COUNTY will facilitate planning meetings in order to maximize collaboration on an ad hoc basis. COUNTY will provide statistics on number of clients served at the Roseville location to CONTACTOR no less that annually.

The formation of the FMCT which will be co-located with the Roseville Police Department is designed to not only encourage collaboration but provide a speedier intervention time for law enforcement. Patrol officers can call on the team to respond immediately to the crisis, if the youth and family are known, or can call on the team to respond once they have responded and established that the environment is safe. The team will operate during the time that research indicated is most crucial for youth and family crisis: 1:00 pm to 9:00 pm is intended at this time, although this is subject to change depending on additional data, seven days a week. It is anticipated that once the crisis is secure and the FMCT takes over, law enforcement can return to their primary job of community safety and patrol.

Family Mobile Crisis Team (FMCT)

The Family Mobile Crisis Team (FMCT) program will respond to children and youth's mental health and family crises in the community. The response will be youth and family focused and trauma sensitive. The more immediate response in the field will accelerate the capacity to address the youth and family issues, reduce trauma, and short-term follow-up and case management services can begin immediately to begin the healing process. There will be two teams of responders; each team will have a master's level mental health professional and one Parent/Family Partner with lived experience. Bilingual applicants will be given preference.

The FMCT will respond in conjunction with law enforcement to calls regarding mental health and potential trauma crisis situations involving children and families. Such responses will involve calls requesting assistance for a child and youth's mental health crisis but may also involve calls for assistance with a youth who is out of parental control, alcohol and/or drug use, substance abuse, family crisis, family interventions etc., and other family conflict.

Target population: Children and Youth from birth to age 18, who are experiencing a mental health crisis, primarily located in the Roseville community, but also to the greater south county area including Lincoln, Rocklin, and Loomis as call volume is better understood and resources allow.

Team members as part of the grant are listed below. With respect to CITY employees, this contract covers only the Roseville Police Department Administrator/Liaison. The parties will consider input from the other party as to the representatives that are included as part of the FMCT.

COUNTY Client Services Program Supervisor (0.25 FTE): The Supervisor will provide direction and support to the FMCT, as well as on-going collaboration between the team and partner agencies. The Supervisor will ensure the skills and training of the FMCT will remain current and will also provide ongoing education regarding the relevant community services available.

COUNTY Mental Health Practitioner (2.0 FTE): will use their skills and training to mitigate the crisis and identify the on-going services best suited to assist the youth and family to resolve the crisis and identify needed follow-up services, after the crisis is resolved. Additionally, if the youth does need

inpatient hospitalization, the practitioner will work with the existing CSOC mental health crisis team to facilitate a “warm hand-off” to ensure an easy transition and reduced trauma.

COUNTY Parent/Family Partner (2.0 FTE): The Parent/Family Partner will offer the crucial support to the family during the crisis, explain what is happening and discuss processes that are not typically encountered by a family, such as if an inpatient hospitalization becomes necessary. The Parent/Family Partner will also provide follow-up support after the crisis and encourage the parent and family to participate in follow-up services through more personal engagement from their own personal histories or experience with formal system services.

COUNTY Youth Advocate (1.0 FTE): lived experience who will engage with youth following the crisis to assist the youth in identifying and accessing services that the youth believes to be the most relevant to their issue. Having Parent/Family Partners and Youth Advocates on the team is critical to ensuring early family engagement during the crisis and in providing follow-up services. The Youth Advocate will provide ongoing support and linkage to services that are relevant to the youth. They will also serve as a mentor to engage and provide support, in a welcoming and youth-friendly manner. This team support will potentially assist the entire family in learning strategies to cope and avoid future major problems.

CITY Police Department Administrator/Liaison (0.1 FTE): The Administrator will provide on-site support and leadership to the team, to support the integration of services between FMCT and the Roseville Police Department. The Administrator will also facilitate as on-going collaboration between the team and other partner agencies.

PAYMENT PROVISIONS

COUNTY will pay CITY in the amount of \$5,726.25 for the period of February 1, 2019 to June 30, 2019, as full payment for co-location at the Roseville PD location (1051 Junction Blvd, Roseville CA 95679) and for all services and support by the Roseville Police Department Administrator/Liaison (0.1 FTE) as set forth in Exhibit A, Scope of Services. Thereafter, COUNTY will pay CITY in the amount of \$13,734 annually from July 1, 2019 to June 30, 2021 as full payment for co-location at the Roseville PD location (1051 Junction Blvd, Roseville CA 95679) and for all services and support by the Roseville Police Department Administrator/Liaison (0.1 FTE) as set forth in Exhibit A, Scope of Services. The total amount payable by COUNTY to CITY shall not exceed Thirty-Five Thousand Five Hundred and Three Dollars (\$35,503) for the term of this agreement.

CITY shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

CITY agrees to indemnify and hold harmless COUNTY and COUNTY's employees, agents and elective and appointive boards from and against any damages including cost and attorney's fees arising out of negligent or intentional acts or omissions of CITY, its employees or agents.

COUNTY agrees to indemnify and hold harmless CITY and CITY's employees or agents from and against any damages including cost and attorney's fees arising out of negligent or intentional acts or omissions of CITY, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of CITY's services, as well as during the progress of rendering such services. Acceptance of insurance required by this agreement does not relieve CITY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CITY's operations regardless if any insurance is applicable or not.

2. **INSURANCE:**

It is agreed that CITY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars (\$1,000,000) to cover all of its operations, specifically, but not limited to, not less than one million dollars (\$1,000,000) general liability, one million dollars (\$1,000,000) automobile liability, and one million dollars (\$1,000,000) workers' compensation.

HIPAA BUSINESS ASSOCIATE AGREEMENT-ADDENDUM

Whereas "COUNTY/Covered Entity" ("CE") wishes to disclose certain information to "CITY/Business Associate" ("BA") pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

Whereas CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("the HIPAA Regulations") and other applicable laws.

Whereas BA shall comply with the Business Associate Provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act (Section 13001 of Public Law 111-5, the HITECH Act regulations located in 45 CFR 160 & 164), including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 160, 162, and 164).

Whereas BA shall comply with the State of California regulations regarding the reporting of unauthorized releases of protected health information (PHI). The regulations are found in: Health and Safety Code Sections 1280.15, and Section 1280.18; and Civil Code Section 56.05.

Whereas as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

Whereas CE will make available and/or be transferring to BA certain information, in conjunction with goods and services to be provided by BA as outlined in the Contract, that is confidential and must be afforded special treatment and protection;

Whereas BA will have access to and/or receive from CE certain information that can be used or disclosed only in accordance with this Business Associate Agreement-Addendum and the HHS privacy regulations;

Whereas BA does hereby assure CE that BA will appropriately safeguard protected health information made available to BA, in implementation of such assurance and without otherwise limiting the obligations of BA as set forth in the Contract;

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, **COUNTY/Covered Entity and CITY/Business Associate agree as follows:**

DEFINITIONS

The following terms shall have the meaning ascribed to them in this section. Other terms shall have the meaning ascribed to them in the context in which they first appear.

- 1.1 **CONTRACT** - shall refer to the separate agreement between CE and BA of which this agreement is an Addendum and Exhibit to.
- 1.2 **BREACH** – shall have the meaning given to such term under HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402]
- 1.3 **BREACH NOTIFICATION RULE** – shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- 1.4 **BUSINESS ASSOCIATE** – shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

- 1.5 COVERED ENTITY – shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- 1.6 COUNTY - shall mean the entity providing/making available the information.
- 1.7 DATA AGGREGATION – shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.8 DESIGNATED RECORD SET – shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.9 ELECTRONIC PROTECTED HEALTH INFORMATION – means Protected Health Information that is maintained in or transmitted by electronic media.
- 1.10 ELECTRONIC HEALTH RECORD – shall have the meaning given to such term in the HITECH Act, including, but not limited to 42 U.S.C. Section 17921.
- 1.11 HEALTH CARE OPERATIONS – shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.501.
- 1.12 INDIVIDUAL - shall mean any person/client/patient who is the subject of the information, is a third-party beneficiary to this Business Associate Agreement - Addendum, and has the same meaning as the term “individual” as defined by 45 CFR 164.501.
- 1.13 INFORMATION - shall mean any “health information” provided to and/or made available by COUNTY to CITY, and has the same meaning as the term “health information” as defined by 45 CFR 160.102.
- 1.14 PARTIES - shall mean COUNTY/Covered Entity and CITY/Business Associate.
- 1.15 PRIVACY RULE – shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 1.16 PROTECTED HEALTH INFORMATION or PHI – means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501]
- 1.17 PROTECTED INFORMATION – shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE’s behalf.
- 1.18 SECRETARY - shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.
- 1.19 SECURITY INCIDENT – shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- 1.20 SECURITY RULE – shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 1.21 UNSECURED PHI – shall have the meaning given to such term under the HITECH ACT and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. TERM

The term of this agreement shall expire when all of the information provided by CE to BA is destroyed or returned to CE pursuant to the remaining Contract provisions. BA agrees to return or destroy all information received or created by BA on behalf of CE and agrees not to retain any copies of information

after termination of the Contract. If BA elects to destroy some or all of the information retained, it shall certify to CE that the information has been destroyed. This provision survives termination of the Contract.

3. OBLIGATIONS OF CITY/BUSINESS ASSOCIATE

The HIPAA Business Associate Agreement (BAA) is required for all contracts in which an individual's protected health information is included in the contract between CE (a covered entity for HIPAA purposes) and a private individual or private business entity (Business Associate for HIPAA purposes). The purpose of the HIPAA Business Agreement is to ensure that the BA, during the performance of its contractual obligations with CE, protects the health information of individuals in accordance with State and Federal regulations.

- 3.1 **Permitted Uses.** BA shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].
- 3.2 **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv), for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with the Notification of Possible Breach requirements set forth in this Addendum (subparagraph 3.12), to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].
- 3.3. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operation purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- 3.4 **Appropriate Safeguards.** BA shall implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931]

- 3.5 **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph 3.4 above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)] BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. [45 C.F.R. Sections 164.530(f) and 164.530(e)(1)]
- 3.6 **Access to Protected Information.** If BA maintains a designated record set on behalf of CE, BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within five (5) days of a request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.
- 3.7 **Amendment of PHI.** If BA maintains a designated record set on behalf of CE, within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- 3.8 **Accounting Disclosures.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures which would allow CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BA or its agents or subcontractors, BA shall within five (5) days of the request forward it to CE in writing.
- 3.9 **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(A)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- 3.10 **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)] BA understands

and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

- 3.11 **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- 3.12 **Notification of Possible Breach.** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in and information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(c); 45 C.F.R. Section 164.308(b)]
- 3.13 **Breach Pattern or Practice by Business Associate’s Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- 3.14 **Audits, Inspection and Enforcement.** Within ten (10) days of a request by CE, BA and its agents and subcontractors shall allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum or maintains adequate security safeguards; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA’s facilities, systems, books, records, agreements, policies, and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE’s (i) failure to detect or (ii) detection, but failure to notify BA or require BA’s remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE’s enforcement rights under the Contract or Addendum. BA shall notify CE within five (5) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or other state or federal government entity.

4. HIPAA COMPLIANCE PLAN REQUIREMENT

In order to ensure that the BA complies with Federal and State regulations regarding protected health information, the BA shall submit a "HIPAA Compliance Plan" to the CE describing:

- 4.1 The training of staff and any subcontractors regarding HIPAA and State regulations.
- 4.2 A process for tracking the training of staff and subcontractors.
- 4.3 A process for staff and subcontractors to report any breaches of protected health information. This shall include employee disciplinary procedures for employees who violate HIPAA guidelines, and whistle blower protection for staff reporting breaches.
- 4.4 A description of how the BA plans to secure and safeguard electronically stored health information. This shall include at a minimum, descriptions of passwords, encryption, and any other technology designed to prevent unauthorized access to protected health information.
- 4.5 A process for reviewing security measures and identifying areas of potential risk for a breach, a plan for mitigating identified risks, and assurance that such risk evaluation shall be conducted annually.

5. DATA AGGREGATION SERVICES

BA is also permitted to use or disclose information to provide data aggregation services as that term is defined by 45 CFR 164.501, relating to the health care operations of CE.

6. TERMINATION

A breach by BA of any provision of this Addendum, as determined by CE shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)]. CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has joined. Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of this Addendum to such information, and limit further use and disclosure of such PHI to those persons that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

7. ADDITIONAL BREACH GROUNDS

Any non-compliance by BA with the provisions of this Business Associate Agreement Addendum or the HHS privacy regulations will automatically be considered grounds for breach if BA knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

8. INJUNCTIVE RELIEF

Notwithstanding any rights or remedies provided for in the Contract, CE retains all rights to seek injunctive relief to prevent or stop unauthorized use or disclosure of information by BA or any agent, subcontractor or third party recipient of information from BA.

9. AMENDMENTS

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of the amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

10. DISCLAIMER

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

11. LITIGATION OR ADMINISTRATIVE PROCEEDINGS

BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its supervisors, directors, officers, managers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where the BA or its subcontractors, employees or agents are a named adverse parties.

12. NO THIRD PARTY BENEFICIARIES

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. EFFECT ON CONTRACT

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

14. INTERPRETATION

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy.

15. SOFTWARE SECURITY

If applicable, BA warrants that software security features will be compatible with the CE's HIPAA compliance requirements.

This HIPAA Business Associate Agreement-Addendum shall supersede any prior HIPAA Business Associate Agreements between CE and BA.



COUNCIL COMMUNICATION

CC #: 9879

File #: 0707

Title: Johnson Pool Reroof Project - Approval of Plans and Specifications and Authorization to Call for Bids

Contact: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

Meeting Date: 4/3/2019

Item #: 8.2.

RECOMMENDATION TO COUNCIL

Recommend Council approve the plans and specifications for Johnson Pool Reroof Project and authorize staff to call for bids.

BACKGROUND

In December 2017, the City of Roseville received a grant from the Housing-Related Parks Program (HRPP) with the State of California's Department of Housing and Community Development. This project will use the HRPP grant monies to repair the structural beams and roof in the lifeguard/restroom building at Johnson Pool.

Bids are scheduled to be opened on April 29, 2019. Staff plans to return to Council in June 2019 to seek approval to award the project.

FISCAL IMPACT

The estimate for construction is \$250,000.00. Funding for the project was approved in FY2017-18 using the grant monies. Maintenance for this facility is through the Parks, Recreation & Libraries Operations budget. There will be no new General Fund impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

The proposed project involves the repair and maintenance of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section

15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Dion Louthan, Director, Parks, Recreation, and Libraries

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

Manual Cover Page

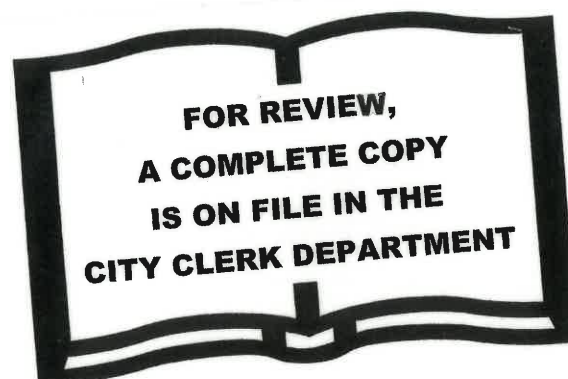
Notice of Exemption



Project Manual for the Johnson Pool Reroofing Project

April 2019

The latest edition of the City of Roseville Parks Construction Standards are incorporated by reference as a part of this Project Manual. The Parks Construction Standards can be purchased at the address listed below.



Parks, Recreation & Libraries
316 Vernon Street, Suite 400
Roseville, California 95678
www.roseville.ca.us





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: Johnson Pool Reroofing Project

Project Location(s): 100 D Street, Roseville 95678

Project Description: The project is a proposal by the Parks, Recreation and Libraries Department for roof maintenance; including replacement of beams and roof of the lifeguard/restroom building.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Parks, Recreation and Libraries 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 ofminor alteration of existing public or private structures....,involving negligible or no expansion of use beyond that previously existing.... examples include but are not limited to: (d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety..."

The project is confined to conducting maintenance repairs to repairing the roof of an existing structure. No environmentally sensitive resources are located within the project site; therefore the Class 1 Exemption is applicable to the proposed project.

Lead Agency Contact Person: - Rjahja Canlas, Parks, Recreation and Libraries Department, 316 Vernon Street, Roseville, CA 95678. (916) 774-5342.

Signature: _____


Terri Shirhall, Environmental Coordinator
City of Roseville

Date: 3-13-19



COUNCIL COMMUNICATION

CC #: 9898

File #: 0206-03-01

Title: Westbrook Community Facilities District No. 1 Special Tax Bonds, Series 2019

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

Meeting Date: 4/3/2019

Item #: 8.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the issuance of special tax bonds for and on behalf of the City of Roseville Westbrook Community Facilities District No. 1 (public facilities), approving and directing the execution of Supplement No. 2 to Fiscal Agent Agreement, approving the form of Preliminary Official Statement, approving sale of such bonds, approving the Bond Purchase Agreement, approving the Second Amendment to Funding, Construction and Acquisition Agreement, and approving other related documents and actions

The attached resolution authorizes the execution and delivery of the following documents required for Westbrook CFD No. 1:

- Supplement to Fiscal Agent Agreement
- Preliminary Official Statement
- Bond Purchase Agreement
- Second Amended Funding, Construction and Acquisition Agreement

BACKGROUND

Westbrook Community Facilities District No. 1 (Public Facilities) was formed April 16, 2014 with Resolution 14-131. The maximum authorized indebtedness for the District is \$90,000,000.00. The 2019 Bonds to be issued will be secured in parity with the District's outstanding bonds captioned: "\$14,355,000.00 City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2014" and "\$11,615,000.00 City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2018". The 2019 Bonds are the third series of bonds being issued for the District and are being issued to: (1) construct and acquire certain public facilities of benefit to the District for phase 3 of the project, (2) increase the amount in the debt service reserve fund, (3) provide capitalized interest, and (4) pay costs of issuance on the Bonds.

FISCAL IMPACT

The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs of the debt service, CFD administration, and any authorized pay-as-you-go facilities. The issuance of this third series of bonds will not impact the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The number of jobs created by the issuance of the 2019 Bonds is unknown.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061 (b) (3)). The issuance of Special Tax Bonds does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

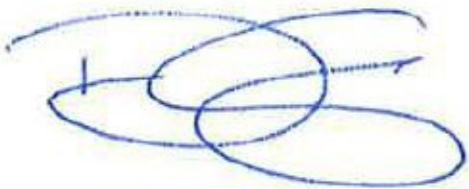
COMPLIANCE STATEMENT

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by the City's municipal financial advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest costs of the Bonds: 4.56%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): \$446,000.00; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges, reserves and capitalized interest, if any): \$12,652,000.00; and (4) estimated total payment amount (sum total of all payments to pay debt service on the Bonds plus the finance charge not paid with proceeds of the Bonds) calculated to the final maturity of the Bonds: \$28,601,000.00.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-110

Supplement to the Fiscal Agent Agreement

Preliminary Official Statement

Bond Purchase Agreement

Second Amended Funding, Construction and Acquisition Agreement

RESOLUTION NO. 19-110

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF SUPPLEMENT NO. 2 TO FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, APPROVING THE BOND PURCHASE AGREEMENT, APPROVING THE SECOND AMENDMENT TO FUNDING, CONSTRUCTION AND ACQUISITION AGREEMENT, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, this City Council (the "Council") of the City of Roseville (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form the Westbrook Community Facilities District No. 1 (Public Facilities) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, the Council, as legislative body of the District, previously authorized the issuance of special tax bonds of the City for the District in the maximum aggregate principal amount of not to exceed \$90,000,000 (the "Bond Authorization"); and

WHEREAS, the City previously issued for and on behalf of the District, the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2014 (the "2014 Bonds"), in the initial principal amount of \$14,355,000, which 2014 Bonds constituted the first series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, the City previously issued for and on behalf of the District, the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2018 (the "2018 Bonds"), in the initial principal amount of \$11,615,000, which 2018 Bonds constituted the second series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, City now desires to issue a third series of special tax bonds for and on behalf of the District, as described in more detail herein (the "Bonds"); and

WHEREAS, there has been submitted to the Council a Supplemental Agreement No. 2 to Fiscal Agent Agreement (the "Supplemental Agreement"), which will supplement and amend the Fiscal Agent Agreement, dated as of December 1, 2014, as previously supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of July 1, 2018 (as so supplemented, the "Fiscal Agent Agreement"), between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent, providing for the issuance of the Bonds and related matters, and the Council, with the aid of City staff, has reviewed the Supplemental Agreement and found it to be in proper order, and now desires to approve the Supplemental Agreement and the issuance of the Bonds; and

WHEREAS, the City proposes to sell the Bonds to Piper Jaffray & Co., as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City

and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of City staff, has reviewed the Bond Purchase Agreement and the Preliminary Official Statement and found them to be in proper order, and now desires to approve said documents; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to the issuance of the Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Findings.** This Council finds and determines that it is prudent in the management and development of land in the City and the District to issue the Bonds, on a parity with the 2014 Bonds and the 2018 Bonds, for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District.

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2019" in an aggregate principal amount not to exceed \$15,500,000 are hereby authorized to be issued. The Bonds shall be executed in the form set forth in, and otherwise as provided in, the Fiscal Agent Agreement.

The Bonds shall not be issued unless the value of the real property within the District subject to the special tax to pay debt service on the Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the outstanding bonds plus the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within the District.

4. **Supplemental Agreement.** The Council hereby approves the Supplemental Agreement No. 2 to the Fiscal Agent Agreement in the form presented to the Council at this meeting. The City Manager, Chief Financial Officer/Finance Director or such other person or persons as either of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Supplemental Agreement, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Jones Hall, A Professional Law Corporation, as bond counsel to the City ("Bond Counsel"). The proceeds of the Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Supplemental Agreement. The Council hereby authorizes the delivery and performance by the City of the Supplemental Agreement and the Fiscal Agent Agreement.

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or

principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. Approval of Official Statement. The Council hereby approves the Preliminary Official Statement with respect to the Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, to deliver to the Underwriter a certificate with respect to the information set forth therein and to deliver to the Underwriter a continuing disclosure undertaking, the form of which is included as part of the Preliminary Official Statement, in substantially such form, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

7. Approval of Bond Purchase Agreement. The Council hereby approves the Bond Purchase Agreement between the City and the Underwriter, in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds shall not exceed \$15,500,000 or result in an Underwriter's discount in excess of 1.1%, or a true interest cost in excess of 5.5%. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. Approval of Amendment to Funding, Construction and Acquisition Agreement. The Council hereby approves the Second Amendment to Funding, Construction and Acquisition Agreement between the City and WP Development Company, LLC and Westpark S.V. 400, LLC. An Authorized Officer is hereby authorized and directed to execute this Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

9. Actions Authorized. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

10. Effectiveness. This Resolution shall take effect upon its adoption.

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2019, by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk

**SUPPLEMENTAL AGREEMENT NO. 2 TO
FISCAL AGENT AGREEMENT**

by and between

CITY OF ROSEVILLE

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Fiscal Agent**

Dated as of _____ 1, 2019

Relating to:

**\$ _____
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds
Series 2019**

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EXHIBIT A - FORM OF 2019 BONDS

SUPPLEMENTAL AGREEMENT NO. 2 TO FISCAL AGENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO FISCAL AGENT AGREEMENT (this "Supplemental Agreement No. 2"), dated as of _____ 1, 2019, is by and between the CITY OF ROSEVILLE, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the "District"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as fiscal agent (the "Fiscal Agent") under a Fiscal Agent Agreement, dated as of December 1, 2014, by and between the Fiscal Agent and the City (the "Original Fiscal Agent Agreement"), as supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of July 1, 2018, by and between the Fiscal Agent and the City.

RECITALS:

WHEREAS, the City Council of the City has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 14-131 of the City Council adopted on April 16, 2014; and

WHEREAS, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, the Council, as legislative body of the District, previously authorized the issuance of special tax bonds of the City for the District in the maximum aggregate principal amount of not to exceed \$90,000,000 (the "Bond Authorization"); and

WHEREAS, pursuant to the provisions of the Act and the Original Fiscal Agent Agreement, on December 18, 2014, the City issued, for and on behalf of the District, \$14,355,000 initial principal amount of City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2014 (the "2014 Bonds") for the purpose of financing various public improvements authorized to be funded by the District, which 2014 Bonds constituted the first series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, pursuant to the provisions of the Act and the Original Fiscal Agent Agreement, as supplemented by Supplemental Agreement No. 1, on July 26, 2018, the City issued, for and on behalf of the District, \$11,615,000 initial principal amount of City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2018 (the "2018 Bonds") for the purpose of financing various public improvements authorized to be funded by the District, which 2018 Bonds constituted the second series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, Section 5.17 of the Original Fiscal Agent Agreement authorizes the issuance by Supplemental Agreement of Additional Bonds (as such terms are defined in the Original Fiscal Agent Agreement) secured under the Original Fiscal Agent Agreement on a parity with the 2014 Bonds and the 2018 Bonds; and

WHEREAS, after due investigation and deliberation the City has determined that it is in the interests of the City and the District at this time for the City, for and on behalf of the District,

to provide for the issuance of its City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019 in the initial aggregate principal amount of \$_____ (the "2019 Bonds"), to provide moneys needed to construct and acquire the facilities necessary for development of property within the City; and

WHEREAS, this Supplemental Agreement No. 2 is a "Supplemental Agreement" as defined in Section 1.03 of the Original Fiscal Agent Agreement and the 2019 Bonds are "Additional Bonds" as defined in Section 1.03 of the Original Fiscal Agent Agreement and secured under the Original Fiscal Agent Agreement, as amended and supplemented by Supplemental Agreement No. 1 and this Supplemental Agreement No. 2, on a parity with the 2014 Bonds and the 2018 Bonds; and

WHEREAS, the City and the Fiscal Agent desire to enter into this Supplemental Agreement No. 2 pursuant to Section 5.17 of the Original Fiscal Agent Agreement and to provide for the issuance of the 2019 Bonds; and

WHEREAS, in providing for the issuance of the 2019 Bonds, it is necessary to supplement and amend the Original Fiscal Agent Agreement, as more particularly provided in Section 1 and Section 2 hereof, as such supplements and amendments are authorized by Sections 5.17 and 8.05 of the Original Fiscal Agent Agreement; and

WHEREAS, the City has determined that all acts and proceedings required by law necessary to make the 2019 Bonds, when executed by the City for the District, authenticated and delivered by the Fiscal Agent and duly issued, the valid, binding and legal special obligations of the City for the District, and to constitute the Original Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 2, a valid and binding agreement for the uses and purposes herein and therein set forth, in accordance with its terms, have been done or taken and the execution and delivery of this Supplemental Agreement No. 2 have been in all respects duly authorized.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Supplement to Original Fiscal Agent Agreement. In accordance with the provisions of Section 5.17 and 8.05 of the Original Fiscal Agent Agreement, the Original Fiscal Agent Agreement is hereby amended by adding a new article thereto, to be designated as Article XI. Such Article XI shall read in its entirety as follows:

ARTICLE XI

2019 BONDS

Section 11.01. Definitions. The Original Fiscal Agent Agreement is amended to add or modify the following definitions to Section 1.03.

"Article XI" means this Article XI which has been incorporated in and made a part of this Agreement pursuant to Supplemental Agreement No. 2, together with all amendments of and supplements to this Article XI entered into pursuant to the provisions of Section 8.01.

“Continuing Disclosure Certificate” means (i) with respect to the 2014 Bonds, the Continuing Disclosure Agreement, dated as of December 18, 2014, by and between the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof, (ii) with respect to the 2018 Bonds, the Continuing Disclosure Agreement, dated as of July 1, 2018, by and among the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof, and (iii) with respect to the 2019 Bonds, the Continuing Disclosure Agreement, dated as of _____ 1, 2019, by and among the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Interest Payment Dates” means (i) with respect to the 2014 Bonds, March 1 and September 1 of each year, commencing March 1, 2015, (ii) with respect to the 2018 Bonds, March 1 and September 1 of each year, commencing September 1, 2018, and (iii) with respect to the 2019 Bonds, March 1 and September 1 of each year, commencing _____ 1, 2019.

“Supplemental Agreement No. 2” means Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of _____ 1, 2019, between the City, for and on behalf of the District, and the Fiscal Agent.

“2019 Bonds” means the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019, authorized to be issued under Section 11.02.

“2019 Costs of Issuance” means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the 2019 Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent including its first annual administration fee, expenses incurred by the City in connection with the issuance of the 2019 Bonds, financial advisor fees, 2019 Bond (underwriter’s) discount or underwriting fee, legal fees and charges, including bond counsel, disclosure counsel, charges for execution, transportation and safekeeping of the 2019 Bonds and other costs, charges and fees in connection with the foregoing.

“2019 Costs of Issuance Fund” means the fund by that name established and held by the Fiscal Agent pursuant to Section 11.07.

“2019 Improvement Account” means the account by that name established in Section 3(A) of this Supplemental Agreement No. 2.

“Term 2019 Bonds” means the 2019 Bonds maturing September 1, 20____ and September 1, 20____.

Section 11.02. Authorization of 2019 Bonds. 2019 Bonds in the aggregate principal amount of _____ Dollars (\$ _____), are hereby authorized to be issued as Additional Bonds under and subject to the terms of this Agreement, the Act, and other applicable laws of the State of California. Jurisdiction is hereby reserved to issue Additional Bonds hereunder in the maximum principal amount of \$ _____ (not including refunding bonds); provided that the maximum aggregate principal amount of bonds which may be issued

for the District, including Bonds outstanding under this Agreement, shall not exceed \$90,000,000 (not including refunding bonds).

Section 11.03. Terms of 2019 Bonds.

(A) Form; Denominations. The 2019 Bonds shall be issued as fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof.

(B) Date of Bonds. The 2019 Bonds shall be dated the Closing Date for the 2019 Bonds.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2019 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2019 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2019 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities, Interest Rates. The 2019 Bonds shall mature and become payable on September 1 in each of the years, and shall bear interest at the rates per annum (based on a 360-day year composed of 12 30-day months) as follows:

Maturity Date (Sept. 1)	Principal Amount \$	Interest Rate %	Maturity Date (Sept. 1)	Principal Amount \$	Interest Rate %
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(E) Interest and Method of Payment. Interest on the 2019 Bonds shall be payable as provided in Section 2.02(E) of this Agreement, with the Closing Date as used therein being the Closing Date as defined in Section 1.02, and payments shall be made on the 2019 Bonds as provided in Section 2.02(F), with the first Interest Payment Date being _____ 1, 20____.

Section 11.04. Redemption of 2019 Bonds.

(A) Redemption. (i) *Optional Redemption.* The 2019 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds, as a whole or in part, on any date on and after September 1, 20____ at the following respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

(ii) *Mandatory Redemption From Prepayments.* The 2019 Bonds shall be subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

(iii) *Mandatory Sinking Payment Redemption.* The Term 2019 Bonds maturing September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
20__	\$
20__	
20__	
20__	
20__ (maturity)	

The Term 2019 Bonds maturing September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
20__	\$
20__	
20__	
20__	
20__ (maturity)	

The amounts in the foregoing table shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or

mandatory redemption of the 2019 Bonds as directed by the City in an Officer's Certificate (which shall include a mandatory sinking fund schedule).

In lieu of redemption under this Section 11.04, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2019 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2019 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2019 Bonds pursuant to subsections (A)(i) and (A)(ii) not less than 60 days prior to the applicable redemption date.

(C) Purchase of Bonds in Lieu of Redemption. In lieu of redemption under Section 11.04(A), moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2019 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2019 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such 2019 Bonds were to be redeemed in accordance with this Agreement.

(D) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to the Municipal Securities Rulemaking Board, and to the respective registered Owners of any 2019 Bonds designated for redemption, at their addresses appearing on the 2019 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2019 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2019 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2019 Bond numbers of the 2019 Bonds to be redeemed by giving the individual CUSIP number and 2019 Bond number of each 2019 Bond to be redeemed or shall state that all 2019 Bonds between two stated 2019 Bond numbers, both inclusive, are to be redeemed or that all of the 2019 Bonds of one or more maturities have been called for redemption, shall state as to any 2019 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2019 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2019 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2019 Bonds under Section 11.04(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2019 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal

Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Upon the payment of the redemption price of 2019 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the 2019 Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in this Agreement for the redemption of less than all of the 2019 Bonds of any maturity, the Fiscal Agent shall select the 2019 Bonds to be redeemed, from all 2019 Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of 2019 Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new 2019 Bond or 2019 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2019 Bond or 2019 Bonds.

(E) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2019 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2019 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All 2019 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled 2019 Bonds and issue a certificate of destruction thereof to the City.

Section 11.05. Form of 2019 Bonds; Authentication and Delivery.

(A) Form of 2019 Bonds. The 2019 Bonds, the form of Fiscal Agent's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit D attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement and the Act.

(B) Execution of 2019 Bonds. The 2019 Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City may be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any 2019 Bond ceases to be such officer before delivery of the 2019 Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2019 Bonds to the Owner. Any 2019 Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such 2019 Bond shall be the proper officers of the City although at the nominal date of such 2019 Bond any such person shall not have been such officer of the City.

Only such of the 2019 Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit D, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of

the Fiscal Agent shall be conclusive evidence that such 2019 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

(C) Authentication and Delivery of 2019 Bonds. At any time after the execution of Supplemental Agreement No. 2 and delivery by the City of an Officer's Certificate that the requirements of Section 5.17 for the issuance of the 2019 Bonds as Additional Bonds have been met, the City may issue the 2019 Bonds for the District in the aggregate principal amount set forth in Section 11.02 and deliver the 2019 Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the 2019 Bonds in accordance with the provisions of the Act and this Agreement, as supplemented by Supplemental Agreement No. 1 and Supplemental Agreement No. 2, to authorize the payment of 2019 Costs of Issuance and costs of the Project by the Fiscal Agent from the proceeds of the 2019 Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the 2019 Bonds to the Original Purchaser. The provisions of Sections 2.06 through 2.13 of the Original Fiscal Agent Agreement shall apply to the 2019 Bonds in a like manner as applied to the 2014 Bonds and the 2018 Bonds.

Section 11.06. Application of Proceeds of Sale of 2019 Bonds. The proceeds of the purchase of the 2019 Bonds by the Original Purchaser in the amount of \$_____, calculated as 100% of the principal amount of the 2019 Bonds, less an underwriter's discount of \$_____ and plus/less a [net] original issue premium/discount of \$_____, shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

- (i) Deposit in the 2019 Improvements Account of the Improvement Fund \$_____;
- (ii) Deposit in the 2019 Reserve Account of the Reserve Fund \$_____;
- (iii) Deposit in the 2019 Capitalized Interest Account of the Bond Fund \$_____; and
- (iv) Deposit in the 2019 Costs of Issuance Fund \$_____;

In accordance with Section 4.03(A), the Fiscal Agent shall establish a separate subaccount within the Reserve Fund known as the "2019 Reserve Account," into which the amounts set forth in this Section 11.06 shall be deposited. The 2014 Reserve Account, the 2018 Reserve Account, and the 2019 Reserve Account shall be held by the Fiscal Agent within the Reserve Fund, and administered as set forth in the Agreement.

The Fiscal Agent may, in its discretion, establish a temporary fund or account in its books and records to facilitate transfers required under this Section 11.06.

Section 11.07. 2019 Costs of Issuance Fund. There is hereby established a separate fund to be known as the "2019 Costs of Issuance Fund", which shall be held by the Fiscal Agent in trust. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay 2019 Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by the Treasurer or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all 2019 Costs of Issuance upon receipt of an

invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a 2019 Costs of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date. Each Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the 2019 Costs of Issuance Fund for a period of 45 days from the Closing Date and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the 2019 Improvement Account. Thereafter, every invoice received by the Fiscal Agent shall be paid from amounts on deposit in the 2019 Improvement Account and the Fiscal Agent shall close the 2019 Costs of Issuance Fund. Moneys in the 2019 Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the 2019 Costs of Issuance Fund to be used for the purposes of such fund. Each Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

Section 11.08. Procedure for Disbursement of 2019 Improvements Account.

(A) Disbursements. Disbursements from the 2019 Improvements Account shall be made by the Fiscal Agent according to the procedure set forth in Section 3.04, and an Officer's Certificate substantially in the form of Exhibit B to the Agreement (except that in such Officer's Certificate, reference shall be made to the 2019 Improvements Account and to the 2019 Bonds).

(B) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(C) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and the accounts established thereunder has been completed and that all costs of such portion of the Project have been paid or are not required to be paid from the Improvement Fund, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.

Section 11.09. Security for 2019 Bonds. The 2019 Bonds shall be Additional Bonds which shall be secured in the manner and to the extent set forth in Articles IV and V, and in this Article XI.

Section 11.10. Effect of this Article XI. Except as in this Article XI expressly provided or except to the extent inconsistent with any provision of this Article XI, the 2019 Bonds shall be deemed to be "Bonds" under and within the meaning of Section 1.03, and every term and condition contained in the foregoing provisions of this Agreement shall apply to the 2019 Bonds with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Article XI.

SECTION 2. Attachment of Exhibit D. The Original Fiscal Agent Agreement is hereby further amended by incorporating therein an Exhibit D setting forth the form of the 2019 Bonds,

which shall read in its entirety as set forth in Exhibit A attached hereto and hereby made a part hereof.

SECTION 3. Additional Amendments to Original Fiscal Agent Agreement. The Original Fiscal Agent Agreement is hereby further amended as follows:

(A) Section 3.04(A) of the Agreement is hereby amended by adding thereto, as a new fourth sentence thereof, the following: "There is also hereby created within the Improvement Fund a separate account designated as the "2019 Improvement Account" of the Improvement Fund, which account is hereby established for purposes of accounting for the use and disposition of 2019 Bond proceeds directed to the Improvement Fund pursuant to Sections 11.06 and 11.08."

(B) Section 4.02(A) of the Agreement is hereby amended by adding thereto, as a new last sentence of the first paragraph thereof, the following: "There is also hereby created within the Bond Fund a "2019 Capitalized Interest Account" which account is hereby established for purposes of accounting for the disposition of 2019 Bonds, a portion of the proceeds of which will be deposited to such 2019 Capitalized Interest Account pursuant to Section 11.06. The amount deposited to the 2019 Capitalized Interest Account and any investment earnings thereon shall be used solely to make payments on the 2019 Bonds, and the amount deposited to the 2019 Capitalized Interest Account and any investment earnings thereon shall be applied solely to make payments on the 2019 Bonds on September 1, 2019.

(C) The covenant of the City in Section 5.10 to apply the Tax Escalation Factor provided for in the rate and method of apportionment in each Fiscal Year beginning in Fiscal Year 2015-16 and continuing for each Fiscal Year thereafter through Fiscal Year 2047-48 is modified to delete "2047-48" and to replace it with "2048-49."

(D) The Reserve Requirement for the 2019 Bonds shall not be increased from the amount established upon issuance of the 2019 Bonds.

SECTION 4. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Supplemental Agreement No. 2 shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Supplemental Agreement No. 2. The City hereby declares that it would have entered into this Supplemental Agreement No. 2 and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2019 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Supplemental Agreement No. 2 may be held illegal, invalid or unenforceable.

SECTION 5. Execution in Counterparts. This Supplemental Agreement No. 2 may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6. Governing Law. This Supplemental Agreement No. 2 shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

IN WITNESS WHEREOF, the City and the Fiscal Agent have caused this Supplemental Agreement No. 2 to Fiscal Agent Agreement to be executed as of _____ 1, 2019.

CITY OF ROSEVILLE, a municipal corporation,
for and on behalf of the City of Roseville
Westbrook Community Facilities District No. 1
(Public Facilities)

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**, as *Fiscal Agent*

By: _____
Vice President

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN
Chief Financial Officer

EXHIBIT A TO SUPPLEMENTAL AGREEMENT NO. 2 TO FISCAL AGENT AGREEMENT

**EXHIBIT D
FORM OF 2019 BONDS**

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA**

No. _____

\$ _____

**CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BOND
SERIES 2019**

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP
	September 1, _____	_____, 2019	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing _____ 1, 20__ (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this 2019 Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this 2019 Bond at a designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"). Interest on this 2019 Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of 2019 Bonds.

This 2019 Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City on _____, 2019 (the "Resolution"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the

construction and acquisition of improvements within the District, and is one of the bonds designated "City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2019" (the "2019 Bonds"). The issuance of the 2019 Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of December 1, 2014, as amended and supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of July 1, 2018, and by Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of _____, 2019 (collectively, the "Agreement"), in each case, by and between the City and the Fiscal Agent, and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this 2019 Bond assents to said terms and conditions. The Agreement is authorized under, this 2019 Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this 2019 Bond are payable, on a parity with previously issued bonds by the City for the District, solely from the annual special tax authorized under the Mello-Roos Act to be collected within the District (the "Special Tax") and certain funds held under the Agreement.

Interest on this 2019 Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the 2019 Bond Date shown above; provided however, that if at the time of authentication of this 2019 Bond, interest is in default hereon, this 2019 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The 2019 Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The 2019 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds, as a whole or in part, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

	<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__	through August 31, 20__	103%
September 1, 20__	through August 31, 20__	102
September 1, 20__	through August 31, 20__	101
September 1, 20__	and any date thereafter	100

The 2019 Bonds are subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among maturities as are specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

The Term 2019 Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2019 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
20__	\$
20__	
20__	
20__	
20__ (maturity)	

Term 2019 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
20__	\$
20__	
20__	
20__	
20__ (maturity)	

The amounts in the foregoing table shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2019 Bonds as directed by the City in an Officer's Certificate.

Notice of redemption with respect to the 2019 Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This 2019 Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this 2019 Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2019 Bonds for redemption or (ii) with respect to a 2019 Bond after such 2019 Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the 2019 Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This 2019 Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent.

It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this 2019 Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this 2019 Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this 2019 Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any 2019 Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Roseville has caused this 2019 Bond to be dated _____, 2019, to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk.

CITY OF ROSEVILLE

By: _____
Mayor

Attested:

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the 2019 Bonds described in the Resolution and the Agreement.

Dated: _____, 2019

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as *Fiscal Agent***

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

(Name, address and Tax identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)
_____, attorney, _____

to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2019

NEW ISSUE-FULL BOOK ENTRY

NOT RATED

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2019 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

\$ _____^{*}
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2019

Dated: Date of Delivery

Due: September 1, as shown below

The bonds captioned above (the "2019 Bonds"), are being issued by the City of Roseville (the "City") by and through its Westbrook Community Facilities District No. 1 (Public Facilities) (the "District"). The 2019 Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to the Resolution of Issuance (as defined herein) and a Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of _____, 1, 2019, which supplements the Fiscal Agent Agreement dated as of December 1, 2014, as previously supplemented by a Supplemental Agreement No. 1, dated as of July 1, 2018 (collectively, the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"). The 2019 Bonds are being issued to (i) construct and acquire certain public facilities of benefit to the District, (ii) provide for a deposit to a debt service reserve account for the 2019 Bonds, (iii) provide capitalized interest on a portion of the debt service due on the 2019 Bonds through September 1, 2019, and (iv) pay costs of issuance of the 2019 Bonds. Interest on the 2019 Bonds is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2019. The 2019 Bonds represent the third series of special tax bonds issued for the District, and the issuance of additional parity bonds in the future is contemplated, subject to the conditions set forth in the Fiscal Agent Agreement. See "THE BONDS – Authority for Issuance" and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds."

The 2019 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. See "APPENDIX G – THE BOOK-ENTRY SYSTEM."

The 2019 Bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (as defined herein) to be levied by the City on real property within the boundaries of the District, from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so.** To provide funds for payment of the 2019 Bonds and the interest thereon as a result of any delinquent Special Taxes, the City will establish a debt service reserve account for the 2019 Bonds from proceeds of the 2019 Bonds, as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Property in the District subject to the Special Tax comprises approximately 398.4 gross acres northwest of the center of the City currently planned for 2,029 residential units, planned as 1,401 single-family and 628 multi-family units (263 of which are planned as market rate units subject to the Special Tax, and the remaining 365 of which are planned as very-low income affordable or low income affordable units that would not be subject to a Special Tax) and, to a lesser extent, commercial uses. The land is currently partially developed and controlled by the master developer, and multiple merchant homebuilders. See "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

The 2019 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "THE BONDS – Redemption."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF PLACER, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2019 BONDS. THE 2019 BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the 2019 Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the 2019 Bonds.

The 2019 Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall, a Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed on by Jones Hall, as Disclosure Counsel and Kutak Rock LLP, Irvine, California, as counsel to the Underwriter. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the 2019 Bonds will be available for delivery to DTC on or about _____, 2019.

[Piper logo]

The date of this Official Statement is _____, 2019.

^{*} Preliminary; subject to change.

**CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2019**

MATURITY SCHEDULE

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† ()
-----------------------	---------------------	------------------	-------	-------	---------------

\$ _____ % Term Bond Due September 1, 20____; Yield ____%; Price: ____%
CUSIP†: _____

† Copyright 2019, American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, managed by Standard & Poor's Capital IQ, and are provided for convenience of reference only. Neither the City nor the Underwriter assumes any responsibility for the accuracy of these CUSIP data.

CITY OF ROSEVILLE, CALIFORNIA

City Council

John Allard, *Mayor*
Krista Bernasconi, *Vice Mayor*
Scott Alvord, *Councilmember*
Bruce Houdesheldt, *Councilmember*
Pauline Roccucci, *Councilmember*

City Staff

Dominick Casey, *City Manager*
Dennis Kauffman, *Chief Financial Officer*
Robert R. Schmitt, *City Attorney*
Sonia Orozco, *City Clerk*

SPECIAL SERVICES

Bond Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

Municipal Advisor

Hilltop Securities Inc.
Encino, California

Appraiser

Integra Realty Resources
Sacramento, California

Special Tax Administrator

Willdan Financial Services
Temecula, California

Fiscal Agent

The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

Disclosure Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the 2019 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the 2019 Bonds.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases “will likely result,” “are expected to”, “will continue”, “is anticipated”, “estimate”, “project,” “forecast”, “expect”, “intend” and similar expressions identify “forward looking statements.” Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations in connection with the offer or sale of the 2019 Bonds other than those contained herein and if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2019 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of the documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2019 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE 2019 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE 2019 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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OFFICIAL STATEMENT

\$ _____ *

CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2019

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Roseville (the “**City**”) by and through its Westbrook Community Facilities District No. 1 (Public Facilities) (the “**District**”) of the bonds captioned above (the “**2019 Bonds**”).

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX F.

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2019 Bonds to potential investors is made only by means of the entire Official Statement.

The City. The City is located in the County of Placer (the “**County**”), which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and unincorporated County to the east and west. For additional information on the City and the County, see APPENDIX C.

The District. The District was formed and established by the City Council of the City (the “**City Council**”), as legislative body of the District, under the Mello-Roos Community Facilities Act of 1982, as amended (the “**Act**”), and pursuant to a resolution adopted by the City Council on April 16, 2014 (the “**Resolution of Formation**”).

Authority for Issuance of the 2019 Bonds. The 2019 Bonds are issued pursuant to the Act, a resolution adopted by the City Council on _____, 2019 (the “**Resolution of Issuance**”) and a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of

* Preliminary; subject to change

_____, 2019, which supplements the Fiscal Agent Agreement dated as of December 1, 2014, as previously supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of July 1, 2018 (collectively, the “**Fiscal Agent Agreement**”) between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “**Fiscal Agent**”). The 2019 Bonds represent the third series of a total of \$90,000,000 of bonds authorized for the District, and the issuance of additional parity bonds in the future is contemplated, subject to the conditions set forth in the Fiscal Agent Agreement.

Bond Terms. The 2019 Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page of this Official Statement. Interest on the 2019 Bonds is payable on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing September 1, 2019. The 2019 Bonds will be issued without coupons in denominations of \$5,000 or any integral multiple thereof.

Registration of Ownership of 2019 Bonds. The 2019 Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“**DTC**”). Ultimate purchasers of 2019 Bonds will not receive physical certificates representing their interest in the 2019 Bonds. So long as the 2019 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2019 Bonds. Payments of the principal, premium, if any, and interest on the 2019 Bonds will be made directly to DTC, or its nominee, Cede & Co. so long as DTC or Cede & Co. is the registered owner of the 2019 Bonds. Disbursements of such payments to DTC’s Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – THE BOOK-ENTRY SYSTEM.”

Use of Proceeds. Proceeds of the 2019 Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain public infrastructure improvements (the “**Improvements**,” as described herein) as part of Phase 2 and Phase 3 development in the District. The Improvements consist generally of water, wastewater, drainage, roadway and other infrastructure improvements necessary for development of property within the District, as well as park and open space improvements (which include environmental mitigation costs). See “THE IMPROVEMENTS.” Proceeds of the 2019 Bonds will also be deposited to a debt service reserve account for the 2019 Bonds, to provide capitalized interest on a portion of the debt service due on the 2019 Bonds due September 1, 2019 and to pay costs of issuance.

Source of Payment of the Bonds. The 2019 Bonds are payable from special taxes (the “**Special Tax**” or “**Special Taxes**”), net of a 1% administration charge of the County (the “**Special Tax Revenues**”) which are to be levied by the City on taxable real property within the boundaries of the District, on a parity with the 2014 Bonds and 2018 Bonds (defined below). The 2019 Bonds are also payable from the proceeds of any foreclosure actions brought following a delinquency in payment of the Special Taxes, and from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a reserve fund, all as more fully described herein. The Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax liability determined by the City Council through the application of a rate and method of apportionment of Special Tax for the District (as amended, the “**Special Tax Formula**”) which has been approved by the City Council. The Special Tax Formula is set forth in APPENDIX A hereto. The Special Taxes represent liens on the parcels of land subject to a Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent property. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels. See “SECURITY AND SOURCES OF

PAYMENT FOR THE BONDS — Special Tax Methodology” and “APPENDIX A — RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

Although secured by the Special Taxes levied throughout the District, the 2019 Bonds are being sized to provide at least 110% debt service coverage on the 2014 Bonds, the 2018 Bonds, and the 2019 Bonds based on the Special Taxes (net of administrative costs) expected to be generated by all of the low-density-residential (LDR) and medium-density-residential (MDR) property within the District.

Existing and Future Additional Parity Bonds. The maximum authorized indebtedness for the District is \$90,000,000. The 2019 Bonds are secured on parity with the District’s outstanding bonds captioned “\$14,355,000 City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2014” (the “**2014 Bonds**”), which were issued on December 18, 2014, and are currently outstanding in the aggregate principal amount of \$14,150,000 and the District’s outstanding bonds captioned “\$11,615,000 City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2018” (the “**2018 Bonds**”), which were issued on July 26, 2018 and are currently outstanding in the aggregate principal amount of \$11,615,000.

The District may issue additional bonds secured by Special Tax Revenues on parity with the 2019 Bonds, the 2014 Bonds, and the 2018 Bonds or on a basis subordinate thereto, upon the satisfaction of certain conditions set forth in the Fiscal Agent Agreement. Following the issuance of the additional indebtedness of the 2019 Bonds in the amount of \$14,500,000*, the remaining authorized amount of indebtedness to be issued is \$64,030,000*. Notwithstanding the remaining amount of bond authorization, the total amount of Bonds expected to be issued for the District is projected at approximately \$40 million (not including the Development Impact Fee Deferral bonds described herein), with the remaining costs of infrastructure in the District funded by the Developer and other owners of land in the District from other sources including the pay-as-you-go component of the Special Taxes. For a discussion of additional bonds that may utilize a portion of the available authorized bond amount, see “– Use of Bond Authorization for Development Impact Fee Deferral Bonds.” So long as the 2019 Bonds, the 2014 Bonds, and the 2018 Bonds are outstanding, any future bonds issued for the District and secured on parity with the 2019 Bonds, the 2014 Bonds, and the 2018 Bonds (herein, “**Additional Bonds**” and collectively with the 2014 Bonds, the 2018 Bonds, and the 2019 Bonds, the “**Bonds**”) are required to meet certain conditions of issuance as set forth in the Fiscal Agent Agreement, and no bonds having a lien senior to the lien of the 2019 Bonds, the 2014 Bonds, or the 2018 Bonds are allowed; see “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Future Parity Bonds.”

Use of Bond Authorization for Development Impact Fee Deferral Bonds. In connection with the approval of development in the District, the City agreed that payment of certain impact fees owed by the Developer and merchant builders will be deferred (referred to as the “Development Impact Fee Deferral” in the Special Tax Formula) to allow payment of the deferred fees after the 2014 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2014 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

2019 Reserve Account of the Reserve Fund. In connection with the issuance of the 2014 Bonds, a Reserve Fund (the “**Reserve Fund**”) was established under the Fiscal Agent Agreement,

* Preliminary; subject to change.

and within the Reserve Fund separate accounts are established for each series of Bonds. At the time of issuance of the 2019 Bonds, a reserve account for the 2019 Bonds will be established within the Reserve Fund (the “**2019 Reserve Account**”) pursuant to the Fiscal Agent Agreement and held by the Fiscal Agent for the benefit of the 2019 Bonds. The 2019 Reserve Account is available solely for the payment of debt service on the 2019 Bonds and no other parity obligations. In connection with the issuance of the 2014 Bonds and the 2018 Bonds, the City deposited amounts within the 2014 Reserve Account and the 2018 Reserve Account of the Reserve Fund for the benefit of the 2014 Bonds and the 2018 Bonds, respectively, which amounts, similarly, are available solely for the payment of debt service on the 2014 Bonds and 2018 Bonds, respectively, and no other parity obligations. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Reserve Fund.” If there are additional delinquencies after depletion of funds in the 2019 Reserve Account of the Reserve Fund, the City is not obligated to pay the 2019 Bonds or supplement the 2019 Reserve Account of the Reserve Fund.

Property Subject to the Special Tax. The land in the District is located in the southwestern portion of the City within the City’s Sierra Vista Specific Plan (“**SVSP**”) and is geographically positioned as an extension of the adjoining Westpark project originally developed by principals of Westpark S.V. 400, LLC and WP Development Company, LLC (collectively, the “**Developer**”). The land in the District is also known locally as “Westbrook.” The District comprises approximately 398.4 gross acres, approximately 260 of which is planned for 2,029 residential units, planned as 1,401 single-family and 628 multifamily units (263 of which are planned as market rate units subject to the Special Tax, and the remaining 365 of which are planned as very-low income affordable or low income affordable units that would not be subject to a Special Tax), as well as approximately 24.5 acres of planned commercial use land (only 14.5 acres of which is expected to be subject to the Special Tax). Land in the District also includes land planned for open space, schools and public parks that are not subject to the Special Tax.

Status of Development in the District. Development in the District has been divided into three phases. A brief overview of development in each phase follows, with additional details set forth under the heading, “THE DISTRICT – Anticipated Development in the District” and “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT.”

Phase 1. All backbone infrastructure in Phase 1 has been installed by the Developer and accepted by the City. There are currently three merchant homebuilders active in phase 1 of the project: Woodside 05N, LP (“**Woodside Homes**”), which is building out 3 villages, D.R. Horton, Inc. (“**D.R. Horton**”), which is building out 2 villages, and Taylor Morrison of California, LLC (“**Taylor Morrison Homes**”), which is building out 2 villages. Woodside Homes, D.R. Horton, and Taylor Morrison Homes have completed all in-tract improvements, constructed model homes, and are selling homes within their lots in Phase 1. As of January 1, 2019, approximately 450 out of the total 558 planned lots have been developed into single-family homes and sold to individual homeowners.

Phase 2. Lennar Homes of California, Inc. (“**Lennar Homes**”) is responsible for infrastructure improvements in Phase 2, and expects all of its infrastructure improvements to be completed and accepted by the City by May 2019. Woodside Homes also owns lots in Phase 2. Of the 493 lots sold to Lennar in Phase 2, approximately 200 homes have been started or completed and sold to individual homeowners. Woodside Homes owns 100 lots in Phase 2, and is expected to open models in April 2019. The last remaining parcel owned by the Developer in Phase 2 is parcel WB-23, which has a tentative map, and is expected to be developed and sold by the Developer along with the Phase 3 parcels described below. The Developer also owns a single commercial parcel that is part of Phase 2.

Phase 3. The Developer has commenced the design of the Phase 3 backbone infrastructure, and expects approval of the plans in May 2019. The Developer has also caused the design of the in-tract improvement plans and final maps for all 250 MDR units supported by the Phase 3 backbone infrastructure (which includes the 71 MDR units planned for Parcel WB-23), has submitted these plans to the City for plan check and expects approval by June 2019. The Developer intends to market the 250 MDR lots supported by the Phase 3 backbone infrastructure, which consists of Parcel WB-20 (planned for 66 units), Parcel WB-21 (planned for 81 units), Parcel WB-22 (planned for 32 units), and Parcel WB-23 (planned for 71 units), to merchant builders in March 2019, with an expected closing in May 2019. Phase 3 is also planned for 628 multifamily units (263 of which are planned as market rate units subject to the Special Tax, and the remaining 365 of which are planned as very-low income affordable or low income affordable units that would not be subject to a Special Tax).

Appraised Value of Property. Property in the District is security for the Special Tax. The City authorized the preparation of an appraisal report for certain real property within the District, which sets forth an aggregate value of appraised and assessed taxable property in the District of \$359,112,440, as of February 1, 2019. The valuation assumes completion of the Improvements funded by the 2019 Bonds (but not any Additional Bonds that may be issued in the future) and accounts for the impact of the lien of the Special Tax and adds the estimated bond amount to the value of property. See “THE IMPROVEMENTS.” In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions, which affect the estimates as to value, in addition to the assumption of completion of the Improvements and the availability of certain of the proceeds of the 2019 Bonds to reimburse for completed Improvements. The Improvements to be paid for with proceeds of the 2019 Bonds are not complete. See “APPRAISAL OF PROPERTY WITHIN THE DISTRICT” and Appendix B. The aggregate combined value (assessed values and appraised values) of property in the District is 8.56* times the \$40,265,000* aggregate principal amount of the 2019 Bonds, 2018 Bonds and 2014 Bonds, and 7.70* times the \$44,779,333* aggregate principal amount of direct and overlapping debt in the District. See “VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios.”

Risks of Investment. See the section of this Official Statement entitled “SPECIAL RISK FACTORS” for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2019 Bonds.

Limited Obligation of the City. The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the 2019 Bonds. The 2019 Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the Special Tax Fund (described herein) established under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the 2019 Bonds is a general debt, liability or obligation of the City. The 2019 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the 2019 Bonds other than from the proceeds of the Special Taxes and the money in the Special Tax Fund, as provided in the Fiscal Agent Agreement.

* Preliminary; subject to change.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Chief Financial Officer of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

ESTIMATED SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the 2019 Bonds follows:

Estimated Sources of Funds:

Principal Amount of 2019 Bonds	\$
Plus/Less [Net] Original Issue Premium/Discount	
Total	\$

Estimated Uses of Funds:

Deposit to Improvement Fund	\$
Deposit to 2019 Reserve Account of the Reserve Fund ⁽¹⁾	
Deposit to Bond Fund ⁽²⁾	
Costs of Issuance ⁽³⁾	
Total	\$

(1) Equal to the Reserve Requirement for the 2019 Bonds.

(2) Represents an amount scheduled to provide for capitalized interest due on the 2019 Bonds on September 1, 2019.

(3) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent, printing costs, fees of the special tax administrator, appraiser, and municipal advisor, Underwriter's discount, and other costs of issuance.

THE BONDS

Authority for Issuance

The 2019 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

On April 16, 2014, the City Council adopted Resolution No. 14-131 (the “**Resolution of Formation**”), which formed the District and followed a Resolution of Intention adopted March 5, 2014. On the same day that the City Council adopted the Resolution of Formation, the District was established and authorized to incur bonded indebtedness in an aggregate principal amount not to exceed \$90,000,000 at a special election held in the District. Under the provisions of the Act, since there were fewer than 12 registered voters residing within the District at a point during the 90-day period preceding the adoption of the Resolution of Formation, the qualified electors entitled to vote in the special election consisted solely of the Developer, the only eligible landowner/voter in the District, who cast one vote for each gross acre or portion of an acre of land owned within the District. The sole landowner in the District at the time voted to incur the indebtedness and to approve the annual levy of Special Taxes to be collected within the District, for the purpose of paying for the Improvements, including repaying any indebtedness of the District, replenishing the Reserve Fund and paying the administrative expenses of the District. See “THE DISTRICT” herein. A complete copy of the Special Tax Formula, as amended to date, is set forth as APPENDIX A.

Description of the Bonds

Bond Terms. The 2019 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The 2019 Bonds are being issued in the denomination of \$5,000 or any integral multiple thereof.

Interest on the 2019 Bonds will be payable semiannually on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing September 1, 2019. The principal of the 2019 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2019 Bonds; provided that so long as any 2019 Bonds are in book-entry form, payments with respect to such 2019 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Book-Entry Only System. The 2019 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“**DTC**”), and will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of 2019 Bonds will not receive physical certificates representing their interest in the 2019 Bonds. So long as the 2019 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2019 Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the 2019 Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2019 Bonds. Disbursements of such payments to DTC’s Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – THE BOOK ENTRY SYSTEM” below.

Calculation and Payment of Interest. Interest on the 2019 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2019 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "**Record Date**") preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of 2019 Bonds; provided that so long as any 2019 Bonds are in book-entry form, payments with respect to such 2019 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See "APPENDIX G – BOOK ENTRY SYSTEM" below.

Each 2019 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the Dated Date; provided, however, that if at the time of authentication of a 2019 Bond, interest is in default thereon, such 2019 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. So long as the 2019 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2019 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – THE BOOK ENTRY SYSTEM" below.

Redemption*

Optional Redemption. The 2019 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds, as a whole or in part, on any date at the following respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption From Prepayments. The 2019 Bonds are subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

* Preliminary; subject to change.

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 2019 through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Term 2019 Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2019 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

Term 2019 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2019 Bonds.

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2019 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2019 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2019 Bonds designated for redemption, at their addresses appearing on the registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or

to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2019 Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2019 Bonds are to be called for redemption, will designate the CUSIP numbers and bond numbers of the 2019 Bonds to be redeemed by giving the individual CUSIP number and bond number of each 2019 Bond to be redeemed or will state that all 2019 Bonds between two stated bond numbers, both inclusive, are to be redeemed or that all of the 2019 Bonds of one or more maturities have been called for redemption, will state as to any 2019 Bond called in part the principal amount thereof to be redeemed, and will require that such 2019 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such 2019 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2019 Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2019 Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2019 Bonds of any maturity, the Fiscal Agent will select the 2019 Bonds to be redeemed, from all 2019 Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion deems appropriate. Upon surrender of 2019 Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new 2019 Bond or 2019 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2019 Bond or 2019 Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2019 Bonds so called for redemption are deposited in the Bond Fund, such 2019 Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the 2019 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2019 Bonds will be made in accordance with DTC procedures. See "APPENDIX G – THE BOOK ENTRY SYSTEM." Any 2019 Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2019 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2019 Bond or 2019 Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2019 Bond or 2019 Bonds, for a like aggregate principal amount of 2019 Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfers or exchanges of 2019 Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2019 Bonds for redemption or (ii) with respect to a 2019 Bond after such 2019 Bond has been selected for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Special Taxes

The Bonds (consisting of the 2019 Bonds, 2018 Bonds, the 2014 Bonds, and any other Additional Bonds) are payable from and secured by proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, and net of a 1% administration charge of the County (the “**Special Tax Revenues**”). All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Improvement Fund and the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, with respect to each Series of Bonds, all moneys in the applicable subaccount of the Reserve Fund for such Series is pledged to secure the repayment of the applicable Series. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax amount determined by the City Council through the application of the Special Tax Formula administered by Willdan Financial Services, Temecula, California (the “**Special Tax Administrator**”) and set forth in APPENDIX A hereto for all taxable properties in the District. Prior to remittance of the Special Tax collections to the City, the County deducts and retains a 1% County administration fee, as noted above. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within the District, from amounts held in the funds and accounts established under the Fiscal Agent Agreement (other than the Rebate Fund) and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIII A of the California Constitution, pursuant to Section 4 thereof as a “special tax” authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Special Tax Formula approved by the City. See “Special Tax Methodology” below and “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The amount of Special Taxes that the District may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within the District, which is set forth as the annual “**Maximum Special Tax**” in the Special Tax Formula. Under the Special Tax Formula, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount not in excess of the Maximum Annual Special Tax. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Annual Costs (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within the District according to the rate and methodology set forth in the Special Tax

Formula. See “Special Tax Methodology” below. See also “APPENDIX A — RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The City may levy the Special Tax at the Maximum Annual Special Tax rate authorized by the qualified electors within the District, as set forth in the Special Tax Formula, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Annual Costs (as defined below). Because each Special Tax levy is limited to the Maximum Annual Special Tax rates authorized as set forth in the Special Tax Formula, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Annual Costs will in fact be collected in any given year. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See “SPECIAL RISK FACTORS — Tax Delinquencies” herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

The Special Tax authorized under the Act applicable to land within the District will be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate as described in the Special Tax Formula set forth in “APPENDIX A — RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.” Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Special Tax Formula.

Determination of Annual Costs. Each year, the City will determine the Annual Costs of the District for the upcoming fiscal year. The “**Annual Costs**” includes the following items:

- (i) debt service on the bonds issued for the District;
- (ii) administrative expenses and County fees;
- (iii) any amounts needed to replenish bond reserve funds and to pay for Bond delinquencies in the previous Fiscal Year or anticipated for the current year; and
- (iv) pay-as-you-go expenditures for authorized improvements.

The Annual Costs is the basis for the amount of Special Tax to be levied within the District. In no event may the City levy a Special Tax in any year above the Maximum Annual Special Tax identified for each parcel in the Special Tax Formula.

Parcels Subject to the Special Tax. The Special Tax Formula designates three zones within the District, corresponding to the three planned phases of development. The City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City will tax parcels within each zone within the District pursuant to the Special Tax Formula. Taxable Parcels that are acquired by a public agency after the District is formed will remain subject to the Special Tax unless a “trade” resulting in no loss of Special Tax revenue can be made, as described in the Special Tax Formula.

Limitation on Increases in Special Tax Levy. If owners are delinquent in the payment of Special Taxes, the City may not increase Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Special Tax rates specified for each category of property within the District. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See “SPECIAL RISK FACTORS.”

Termination of the Special Tax. The Special Tax will be levied and collected (up to maximum allowable amount) for as long as needed to pay the principal and interest on the Bonds and other costs incurred in order to construct and acquire the authorized District-funded facilities and to pay the Annual Costs. The Special Tax Formula provides that the Special Tax may not be levied on any parcel in the District after Fiscal Year 2075-76. After the final maturity date of the 2014 Bonds, the City expects to continue to levy Special Taxes for payment of the “Development Impact Fee Deferral” (as defined in the Rate and Method of Apportionment) which levy may secure future bonds issued after payment in full of the Bonds issued under the Fiscal Agent Agreement.

Prepayment of the Special Tax. The Special Tax Formula provides that landowners may permanently satisfy all or a portion of the Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Special Tax Formula, which is generally based on the net present value of the remaining years in which the Special Tax will be collected (up to 30 years or termination of the District, whichever is lesser), including the effect of a 2% per year escalation factor applicable for the time Bonds remain outstanding using a discount rate equal to the most current yield for the 30-year Treasury Constant Maturity as the discount factor, plus an amount representing the Development Impact Fee Deferral Amount (which amount is not available for prepayment of the Bonds), all as described in Section 7 of the Rate and Method of Apportionment set forth in Appendix A. Prepayment is only allowed if the City determines that the prepayment does not jeopardize its ability to make timely payments of debt service on outstanding Bonds.

Levy of Annual Special Tax; Maximum Special Tax

The annual Special Tax will be calculated by the City and levied to provide money for debt service on the Bonds, replenishment of the Reserve Fund, certain delinquencies, administration of the District, and for payment of pay-as-you-go expenditures (to the extent permitted by the City) of the authorized District-funded facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the Maximum Annual Special Tax identified for each parcel in the Special Tax Formula.

[CONFIRM] The Maximum Annual Special Tax for Fiscal Year 2018-19 per detached single-family unit range from \$1,407.16 to \$1,715.65 (excluding low income affordable units and very-low income affordable units, which are exempt from the Special Tax), however these amounts are subject to adjustment based upon the actual number of units built. For Large Lot Parcels and Undeveloped Parcels, the Special Tax is based upon the gross acres or number of units planned for such parcels. Affordable Low and Affordable Very-Low units are exempt from the Special Tax. The Annual Maximum Special Tax is allowed to escalate by 2% per year for the first 45 years following fiscal year 2014-15 or until all bonds of the District have been paid and the City has covenanted in the Fiscal Agent Agreement to apply the 2% escalator annually through fiscal year 2048-49. See

“APPENDIX A - RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” and for a table showing the expected land uses and assigned Maximum Special Taxes, see “Attachment 2” in such Appendix.

Annual Special Tax Levy. The Special Tax will be levied each year by calculating the Annual Costs which need to be generated by all Taxable Parcels in the District; the Special Tax (up to the maximum allowable amount) will be levied against each Taxable Parcel until the Special Tax revenue equals the Annual Costs; however, the Special Tax Formula establishes a priority for which properties will be levied a Special Tax. First, all “Developed Parcels” in all three zones described in the Special Tax Formula receive a Special Tax levy. If additional Special Taxes are needed to pay Annual Costs, a levy is made against a “Small Lot Tentative Map Parcel,” then a “Large Lot Parcel,” then an “Undeveloped Parcel” in each zone, with the priority of such levy first being applied to all such parcels in Zone 1, then Zone 2 and finally Zone 3. For single-family detached property, Developed Parcels are parcels shown on a Final Small Lot Subdivision Map recorded prior to July 1st of each Fiscal Year. See “APPENDIX A - RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The Special Tax Formula provides that the Maximum Annual Special Tax may be increased annually by the Tax Escalation Factor which for each Fiscal Year is equal to 2% of the Maximum Special Tax in effect in the prior Fiscal Year, applied for the first 45 years following fiscal year 2014-15 or until all bonds of the District have been paid. The City has covenanted in the Fiscal Agent Agreement to apply the 2% escalator annually through fiscal year 2048-49. The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Special Tax Formula. The Special Tax is authorized to be levied in an amount not to exceed the Maximum Special Tax levy as described in the Special Tax Formula notwithstanding that a lower amount is sufficient to pay debt service on the Bonds. The Special Tax Formula provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers for a portion of the cost of Improvements not funded by proceeds of the bonds issued for the District. Proceeds of the annual Special Tax levy will first be used to pay the Annual Costs (which include debt service payments on the Bonds) other than pay-as-you-go expenditures, and the City contemplates that the levy will include a pay-as-you-go component in an amount equal to the Maximum Annual Special Tax on Developed Parcels, for deposit into the Improvement Fund for authorized costs not funded from Bond proceeds. See “THE IMPROVEMENTS” and “APPRAISAL OF PROPERTY WITHIN THE DISTRICT.” See also “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Special Tax Methodology” above. See “APPENDIX A - RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” for a copy of the Special Tax Formula.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will maintain the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue, if any, as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Special Tax Fund upon receipt. Prior to each Interest Payment Date, the City will withdraw from the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds on the next Interest Payment Date; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than ten (10) Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account to be used for the redemption of Bonds. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the Reserve Fund balance to the Reserve Requirement, the amount in the Special Tax Fund in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 15th of each year. From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay the City's administrative expenses and County fees; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses. Moneys in the Surplus Account may also be transferred, at the City's discretion, to the Improvement Fund to pay for costs of the Improvements (including reimbursements to developers for the cost of Improvements not funded from proceeds of bonds issued for the District) or authorized facility contributions, to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund to the amount of the Reserve Requirement. See "THE IMPROVEMENTS – Construction and Acquisition of the Improvements."

Deposit and Use of Proceeds of Bonds

The Bonds are additionally secured by amounts generated from proceeds of the Bonds, together with interest earnings thereon pledged under the Fiscal Agent Agreement. The proceeds of the Bonds will be paid to the Fiscal Agent, who will deposit such proceeds in the Reserve Fund, Bond Fund, Improvement Fund and Costs of Issuance Fund established under the Fiscal Agent Agreement. See "–2019 Reserve Account of Reserve Fund" and "–Improvement Fund" below.

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in the District for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but that property owned by any single property owner in the District is

delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in the District is delinquent cumulatively by more than \$3,000 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the District), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Special Tax rates set forth in the Special Tax Formula, the City may adjust the Special Taxes levied on all property within the District subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund. However, such adjustment is subject to the Maximum Annual Special Tax and to the limitation described under the caption "Special Tax Methodology - Limitation on Increases of Special Tax Levy" above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "APPRAISAL OF PROPERTY WITHIN THE DISTRICT – Priority of Lien."

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the District to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the District, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the District could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special

Tax. If the District becomes the purchaser under a credit bid, the District must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

2019 Reserve Account of Reserve Fund

In connection with the issuance of the 2014 Bonds, a Reserve Fund (the “**Reserve Fund**”) was established under the Fiscal Agent Agreement. The Fiscal Agent Agreement specifies that within the Reserve Fund is also established a reserve account for each series of bonds covered by the Reserve Fund. Accordingly, in connection with the issuance of the 2019 Bonds, a reserve account for the 2019 Bonds (previously defined as the “**2019 Reserve Account**”) will be established within the Reserve Fund to be held by the Fiscal Agent for the benefit of the 2019 Bonds.

Upon delivery of the 2019 Bonds, the Fiscal Agent will deposit an amount of the proceeds into the 2019 Reserve Account of the Reserve Fund so that the amount therein equals the “**Reserve Requirement**” for the 2019 Bonds, which means, calculated separately as to each series of Bonds, an amount equal to the lesser of (a) Maximum Annual Debt Service on the respective Outstanding Bonds, (b) 125% of the respective average Annual Debt Service, or (c) 10% of the principal amount of the respective Bonds (or the issue price of the respective Bonds excluding accrued interest, if the net original issue discount or premium is less than 98% or more than 102% of the principal amount of the respective Bonds), as calculated by the City, provided, that the Reserve Requirement for the 2019 Bonds will not be increased from the amount established upon issuance of the 2019 Bonds.

The 2019 Reserve Account of the Reserve Fund is available solely for the payment of debt service on the 2019 Bonds and no other parity obligations, including the 2014 Bonds and the 2018 Bonds. In connection with the issuance of the 2014 Bonds and the 2018 Bonds, the City deposited amounts to the 2014 Reserve Account and 2018 Reserve Account, respectively, of the Reserve Fund, which amounts, similarly, are available solely for the payment of debt service on the 2014 Bonds and 2018 Bonds, respectively, and not other parity obligations.

The City is required to maintain an amount of money or other security equal to the Reserve Requirement with respect to the 2019 Bonds in the 2019 Reserve Account of the Reserve Fund at all times that the 2019 Bonds are outstanding. All amounts deposited in the 2019 Reserve Account of the Reserve Fund will be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of, and interest on, the 2019 Bonds. Whenever transfer is made from the 2019 Reserve Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent will provide written notice thereof to the City.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund (and accounts therein) exceeds the Reserve Requirement for the applicable series of Bonds, the Fiscal Agent will transfer an amount equal to the excess from the Reserve Fund to the Bond Fund or the Improvement Fund as provided below, except that investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the Federal government to comply with rebate requirements.

Moneys in the Reserve Fund will be invested and deposited in accordance with the Fiscal Agent Agreement and investment income thereon will be subject to rebate requirements under applicable tax laws. Interest earnings and profits resulting from the investment of moneys in the Reserve Fund and other moneys in the Reserve Fund will remain therein until the balance exceeds the Reserve Requirement; any amounts in excess of the Reserve Requirement will be transferred

to the Improvement Fund, if the Improvements have not been completed, or if the Improvements have been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, there is established an Improvement Fund, which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

Upon completion of the Improvements and payment to the Developer or other entities that are due reimbursement for Improvements, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed. See "THE IMPROVEMENTS."

Future Parity Bonds

The Resolution of Formation authorizes the issuance of up to \$90 million of bonds, of which the 2019 Bonds represent the third series. The City expects that it will, by a Supplemental Fiscal Agent Agreement, authorize the issuance of one or more additional series of Bonds (previously defined as the "**Additional Bonds**") payable from Special Taxes and secured by the Special Tax Revenues on a parity with the 2014 Bonds, the 2018 Bonds, and the 2019 Bonds, as development progresses in the District and upon compliance by the City with the conditions set forth in the Fiscal Agent Agreement, which include the following:

(i) A separate account in the Reserve Fund shall be established in an amount equal to the Reserve Requirement, calculated with respect to the Additional Bonds.

(ii) For each Bond Year that the 2014 Bonds, 2018 Bonds, the 2019 Bonds, and Additional Bonds will be outstanding, projected Maximum Special Taxes (net of County administration charges) in each Fiscal Year are equal to or greater than 110% of maximum Debt Service due in the Bond Year that begins in the corresponding Fiscal Year.

(iii) The aggregate value of all parcels in the District subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the proposed series of bonds, as determined by an MAI appraisal or, in the alternative, the assessed value of all such parcels and improvements thereon (and

improvements to be financed from proceeds of the bonds proposed to be issued) as shown on the then current County tax roll, or by a combination of both methods is at least 4.00 times the sum of (i) the aggregate principal amount of all bonds then outstanding plus (ii) the aggregate principal amount of the series of bonds proposed to be issued, plus (iii) the aggregate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the District, plus (iv) a portion of the aggregate principal amount of all Mello-Roos bonds, other than the Bonds then outstanding, and payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within the District (the "**Other Mello-Roos Bonds**") equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within the District subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which maximum annual debt service on the Other Mello-Roos Bonds occurs), based upon information from the most recent available fiscal year.

In connection with the approval of development in the District, the City has agreed that payment of certain impact fees owed by the Developer will be deferred (referred to as the "Development Impact Fee Deferral" in the Special Tax Formula) to allow payment of the deferred fees after the 2014 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2014 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be utilized by the City as a means therefor.

DEBT SERVICE SCHEDULES

The annual debt service on the 2019 Bonds, based on the interest rates and maturity schedule set forth on the cover of this Official Statement and assuming no early redemptions, is set forth below.

City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds Series 2019
Debt Service – 2019 Bonds

<u>Year Ending (Sept. 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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Total

The combined annual debt service on the 2014 Bonds, 2018 Bonds, and 2019 Bonds, assuming no early redemptions, is set forth below.

City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds Series 2019
Combined Debt Service – 2014 Bonds, 2018 Bonds, and 2019 Bonds

Year Ending (Sept. 1)	<u>2014 Bonds</u>	<u>2018 Bonds</u>	<u>2019 Bonds</u>	<u>Total</u>
2019	\$801,844	\$511,156	\$	\$
2020	813,563	586,156		
2021	834,513	593,906		
2022	849,075	606,356		
2023	867,475	617,356		
2024	884,638	627,756		
2025	900,500	642,556		
2026	918,500	656,556		
2027	935,000	669,756		
2028	955,000	682,156		
2029	973,250	695,856		
2030	994,750	708,956		
2031	1,014,250	726,144		
2032	1,036,750	737,206		
2033	1,057,000	752,619		
2034	1,075,000	771,819		
2035	1,100,750	779,569		
2036	1,118,750	801,619		
2037	1,144,250	812,444		
2038	1,166,750	831,856		
2039	1,191,250	845,000		
2040	1,212,500	865,250		
2041	1,235,500	883,250		
2042	1,260,000	904,000		
2043	1,285,750	922,250		
2044	1,312,500	938,000		
2045	--	936,250		
2046	--	937,750		
2047	--	937,250		
2048	--	939,750		
2049	--	--		
Total	\$26,939,106	\$22,920,550	\$	\$

Source: Underwriter.

(1) Totals may not sum, due to rounding.

THE SIERRA VISTA SPECIFIC PLAN

The Sierra Vista Specific Plan (“SVSP”) is the primary land use, policy and regulatory document used to guide development of the project area. The Specific Plan establishes a development framework for land use, affordable housing, resource protection, circulation, utilities and services, implementation and design. The intent is to promote the systematic and orderly development of the plan area. All subsequent development projects and related activities in the SVSP area are required to be consistent with the SVSP. The SVSP implements the goals and policies of the City of Roseville General Plan and augments these goals and policies by providing specific direction to reflect conditions unique to the project and Plan Area. The General Plan serves as the long-term policy guide for the physical, economic and environmental growth of the City. The property within the District was annexed into the SVSP in June 2012 and is a component of the SVSP. The full text of the Sierra Vista Specific Plan is available on the City’s website.

Land Use Concept. The SVSP is planned primarily as a residential community, with a significant commercial and employment center along Baseline Road, which properties are not part of the District and not subject to the Special Taxes securing the Bonds. The overall mix and intensity of uses is similar to that found in adjacent portions of the City. The SVSP also provides for recreation, open space, employment and educational opportunities available to residents both within and outside the Plan Area.

The primary elements that comprise the form of the SVSP land use plan include: the residential neighborhoods; a range of commercial and employment uses, schools, parks and open space, as more particularly described below.

Residential Neighborhoods - A variety of housing styles similar to that found elsewhere in the City are planned, including affordable housing and designated age restricted neighborhoods. High density residential comprises approximately 30% of planned residential uses.

Commercial and Employment - A range of commercial and employment uses are proposed within the SVSP, including commercial mixed-use, business professional mixed-use, and community commercial uses. Conventional commercial sites are provided as well, typically along arterial roadways. The SVSP’s employment and service uses are intended to complement and further diversify the City’s employment, retail, service, and revenue base.

Neighborhood Parks - Neighborhood parks are proposed throughout the SVSP, some are located adjacent to the elementary schools and middle school sites, maximizing the potential for joint-use opportunities with the outdoor recreation facilities. Park facilities range from approximately one to approximately 10 acres in size. Some of the SVSP’s neighborhood parks would be linked to a system of paseos, providing a comprehensive network of pedestrian and bikeway connections to the SVSP’s parks and open space system. Neighborhood parks typically include a mix of soccer and baseball fields, tot lots, playgrounds, picnic area, and hard surface game courts.

Open Space - Approximately 317 acres of the SVSP are proposed as Open Space, comprising approximately 15 percent of the total project site acreage. Open Space land use and zoning is generally applied to lands that are environmentally sensitive or otherwise significant due to habitat, natural features, or man-made features. Open space corridors provide for passive recreation opportunities, preservation of significant resources, viewsheds, potential floodwater conveyance and retention, resource mitigation, wildlife

movement corridors, and can function to improve the interface between uses. In many locations, the preserve area accommodates a dedicated Class I pedestrian pathway to be shared with a vehicle maintenance road for maintenance activities. In addition, open space areas could accommodate utility lines and provide the conduit for drainage and space for storm water treatment and detention facilities within the SVSP area. Any disturbance or construction within open space preserve areas of the SVSP would comply with the provisions of the Army Corps of Engineers approved Open Space Management Plan and Section 404 permit requirements.

Land Use Plan. The SVSP land use plan includes a blend of residential, service, employment, open space and public uses. The Plan Area is statistically projected to house approximately 22,045 residents and in excess of 9,000 employees. The SVSP includes a total of 8,679 dwelling units on approximately 2,064 acres. Proposed land uses include a total of approximately 317 acres set aside in open space; 106 acres for dedication to parks; 71 acres of public/quasi-public uses; 190 acres of community commercial; 27 acres of business professional; and 41 acres of commercial mixed use.

See Table 1 for planned land uses in the District.

THE DISTRICT

Formation of the District

On March 5, 2014, the City Council adopted a Resolution of Intention to form a community facilities district under the Act, to levy a special tax and to incur bonded indebtedness for the purpose of financing the Improvements and making contributions to certain public facilities. After conducting a noticed public hearing, on April 16, 2014, the City Council adopted the Resolution of Formation, which established the District, set forth the Special Tax Formula within the District and set forth the necessity to incur bonded indebtedness in a total amount not to exceed \$90 million. On the same day, an election was held within the District in which the only landowner/voter in the District, the Developer, approved the proposed bonded indebtedness and the levy of the Special Tax. The Special Tax Formula was amended pursuant to Resolution No. 14-509 adopted November 19, 2014, and is attached in its current form as APPENDIX A hereto. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" below.

Location and Description of the District and the Immediate Area

The District is located within a portion of the SVSP area (described above), in the northwest portion of the City and is approximately 20 miles northeast of the central business district of Sacramento. The process of annexation of the area to the City was completed in January 2012. The District is located along the south side of the extension of Pleasant Grove Boulevard, immediately south and west of the Westpark master planned community and the West Roseville Specific Plan. Access to the District will be provided by a planned extension of Pleasant Grove Boulevard, an existing four-lane roadway, the Phase 2 portion of which Lennar Homes will complete as part of Phase 2 development.

The land in the District is generally level topography, currently with large open annual grassland areas and clusters of seasonal wetlands, including vernal pools, dispersed throughout the site. The SVSP has targeted a majority of the creek corridors and a portion of the seasonal wetlands for preservation in permanent open space/park use. However, no additional Section 404 environmental permits or stream alteration agreements are required for build-out of the District or any of the required infrastructure.

Subsequent to formation of the District, parcels were created by subdivision into large lots that correspond to Developer designated development "villages," which are listed below. Large lot parcel maps were recorded for the villages in Phases 1, 2 and 3. Final maps have subsequently been recorded for all 558 lots in Phase 1 and 359 lots (out of a total 664 planned lots) in Phase 2. The parcels with final maps in Phase 2 are Parcel WB-1A (126 lots), Parcel WB-1B (133 lots) and Parcel WB-4 (100 lots). Tentative maps for the parcels supported by the Phase 3 backbone infrastructure (Parcels WB-20, WB-21, WB-22 and WB-23), creating 250 single family lots, have been approved, and the Developer expects final maps to be recorded by June 2019. As property develops in the remainder of Phase 2 and Phase 3, new parcel numbers will be established for each parcel created by a large-lot parcel map and final subdivision map. See "Current and Anticipated Development in the District" for additional information on ongoing development activity in the District.

Maps. A District boundary map and the final large lot parcel map are shown on the following pages.

[Reserved for CFD boundary map]

[Reserved for large planning lot map]

Current and Anticipated Development in the District

The following information about development within the District has been provided by the Developer and merchant homebuilders that currently own lots within the District. No assurance can be given that all information is complete. No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner. Since the ownership of the parcels is subject to change, the development plans outlined below may not be continued by the subsequent owner if the parcels are sold, although development by any subsequent owner will be subject to the SVSP, the Development Agreement described herein and the policies and requirements of the City. No assurance can be given that the plans or projections detailed below will actually occur.

Entitlements. Property within the District encompasses approximately 398.4 gross acres, and is developing into a mix of residential, commercial and public/quasi-public uses.

The entitlements permit a development proposal related to a particular parcel to proceed through tentative map subdivision and design-review permitting processes to final mapping provided the development application is in accord with the entitlements and the final map conditions. See “– Development Agreement” below. The land received full land use approval on June 2012, including approval of Specific Plan Zoning and a Development Agreement, and subsequently received a Section 404 (wetlands) permit, a grading permit and other site improvement plans.

In May 2016, the Developer obtained approval of a Specific Plan Amendment for the land within Phases 2 and 3, modifying the prior entitlements to allow for a 493-lot, age-restricted community, which decreased the amount of multi-family housing. The resulting approvals increased the total single-family units and reduced the multi-family units, consistent with the zoning designations of the SVSP.

In January 2019, the Developer obtained approval of tentative maps for the three Phase 3 MDR properties (Parcels WB-20, WB-21 and WB-22), as well as the remaining MDR property in Phase 2 (Parcel WB-23), for a total of 250 medium density single family lots. The approvals included the transfer of 8 residential units from the MDR category to the HDR parcel in Phase 3 (WB-31). This resulted in a minor change to the residential mix, for a total of 1,401 single family units (LDR and MDR) and 628 multi-family (HDR) units.

Utilities. All typical urban utility services for finished lots are available at the lots or will be extended to the lots. These utilities include electric power, natural gas, telephone, cable television, water, refuse, and sanitary sewer and storm water facilities. The City provides electric, water, sewer refuse and storm water facilities, and police and fire services. Pacific Gas & Electric provides natural gas.

Current Status of Development. Development within the District thus far has been, and is expected to continue to be, consistent with the SVSP land uses, which primarily consist of low-density residential (LDR) neighborhoods and, to a lesser extent, supporting uses such as parks, recreation, open space and supporting neighborhood commercial land uses. Permitted land uses are configured to reinforce the neighborhood identity and sense of community. See “THE SIERRA VISTA SPECIFIC PLAN” above. Development is expected to be completed in three phases, Phase 1, Phase 2 and Phase 3, as described herein.

Phase 1. The Developer installed all backbone infrastructure planned as part of Phase 1, and sold 3 villages to Woodside Homes, 2 villages to D.R. Horton and 2 villages to

Taylor Morrison Homes. In-tract improvements have been completed and each merchant homebuilder has built model homes and is selling homes within its respective villages. As of January 1, 2019, approximately 450 lots had been developed into single-family homes and sold to individual homeowners.

Phase 2. In Phase 2, the Developer has sold 493 unfinished lots to Lennar Homes (in two take-downs), and 100 unfinished lots to Woodside Homes. The Developer's remaining ownership of taxable property in Phase 2 consists of Parcel WB-23, which is expected to be developed into 71 MDR lots, and Parcel WB-42, a commercial site. The Developer intends to market Parcel WB-23 to a merchant builder in March 2019 with an anticipated closing in May 2019, with sale of the commercial site to follow sometime in the future when market conditions warrant.

The initial phase of backbone infrastructure for Phase 2 was completed in the summer 2018, consisting of the extension of Pleasant Grove Blvd. and Solaire Drive to the limits of the initial acquisition by Lennar. Prior to its acquisition of the second takedown of lots, Lennar commenced development of the remainder of the Phase 2 backbone infrastructure, including the extension of Pleasant Grove Blvd. and Solaire Drive to Daylight Drive, Daylight Drive and the sanitary sewer lift station on Parcel WB-62. The roadways are anticipated to be paved by late March 2019 with the lift station expected to be complete in May 2019 and operational by mid-June 2019.

Lennar Homes is nearing completion of its land development in Phase 2, with paving expected by late March 2019. Of the 493 lots sold to Lennar, 259 have been finished and approximately 200 homes have been started or completed and sold to homeowners. Lennar Homes has also completed and opened its model home complex consisting of 12 model homes, and is nearing completion of the community recreation center, an approximately 4,500 square foot facility, including meeting and craft rooms, exercise room, outdoor pool, spa, and sport courts for residents of the Heritage at Solaire community.

Woodside Homes had completed the land development of its 100 lots in Phase 2, and has started construction of six model homes as well as some production housing. The models are expected to open in April 2019.

Phase 3. The Developer retains ownership of all of the land in Phase 3 (Parcels WB-20, WB-21, WB-22 and WB-31), as well as Parcel WB-23, which is in Phase 2 but supported by the backbone infrastructure of Phase 3, and expects to sell the land to merchant home builders. The Developer has commenced the design of the Phase 3 backbone infrastructure, and expects approval of the plans in May 2019. The Developer has also caused the design of the in-tract improvement plans and final maps for all 250 MDR units supported by the Phase 3 backbone infrastructure (which includes the 71 MDR units planned for Parcel WB-23), has submitted these plans to the City for plan check and expects approval by June 2019. The Developer intends to market the 250 MDR lots supported by the Phase 3 backbone infrastructure, which consists of Parcel WB-20 (planned for 66 units), Parcel WB-21 (planned for 81 units), Parcel WB-22 (planned for 32 units), and Parcel WB-23 (planned for 71 units), to merchant builders in March 2019, with an expected closing in May 2019. Phase 3 is also planned for 628 multifamily units (263 of which are planned as market rate units subject to the Special Tax, and the remaining 365 of which are planned as very-low income affordable or low income affordable units that would not be subject to a Special Tax).

Affordable Units. Under the Development Agreement, the project is obligated to provide 365 units of affordable housing. The units are to be constructed in the District and will be available to persons in very-low to middle income households. All of the units of affordable housing will be developed during Phase 3. The Developer is required to enter into an agreement with the City governing the availability of such units. The Developer currently anticipates that these units will be located on portions of Parcels WB-30 and WB-32. The Special Tax Formula does not allocate any tax to the very-low income affordable units or low-income affordable units. See “SECURITY FOR THE BONDS – Special Tax Formula.”

Subdivision Maps. As noted above, large lot parcel maps were recorded for the villages in Phases 1, 2 and 3. Final maps have subsequently been recorded for all 558 lots in Phase 1 and 359 lots (out of a total 664 planned lots) in Phase 2. The parcels with final maps in Phase 2 are Parcel WB-1A (126 lots), Parcel WB-1B (133 lots) and Parcel WB-4 (100 lots). Tentative maps for the parcels supported by the Phase 3 backbone infrastructure (Parcels WB-20, WB-21, WB-22 and WB-23), creating 250 single family lots, have been approved, and the Developer expects final maps to be recorded by June 2019. As property develops in the remainder of Phase 2 and Phase 3, new parcel numbers will be established for each parcel created by a large-lot parcel map and final subdivision map.

The current and planned lotting plan and map status is as follows (excluding parks, right of ways and open space parcels, which are not subject to the Special Tax). See also Attachment 2 of the Special Tax Formula in Exhibit A.

Table 1
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
CFD Land Uses (as of Amendment #4 to Rate and Method of Apportionment)

Large Lot Number	Land Use Category	Net Acres	No. of Units
Zone 1 (Phase 1)			
WB-5A	LDR	11.7	71
WB-5B	LDR	18.8	86
WB-6	LDR	21.6	103
WB-7A	LDR	11.9	73
WB-7B	LDR	13.2	72
WB-24	MDR	7.5	53
WB-25	MDR	14.3	100
WB-51	Park*	4.4	-
WB-61	Well*	0.3	-
Zone 1 - Totals		103.7	558
Zone 2 (Phase 2)			
WB-1A	LDR	29.3	126
WB-1B	LDR	22.2	133
WB-2A	LDR	10.6	58
WB-2B	LDR	7.7	39
WB-3A	LDR	11.6	66
WB-3B	LDR	11.2	71
WB-4	LDR	16.0	100
WB-23	MDR	9.8	71
WB-42	Nonresidential ⁽¹⁾	14.5	-
WB-50	Park*	8.7	-
WB-60	School*	10.0	-
WB-62	Lift Station*	0.8	-
Zone 2 - Totals		152.4	664
Zone 3 (Phase 3)			
WB-20	MDR	8.4	66
WB-21	MDR	11.8	81
WB-22	MDR	4.8	32
WB-30	HDR - Affordable Low*	5.6	169
WB-30	HDR - Affordable Very-Low**	2.3	68
WB-31	HDR	11.1	263
WB-32	HDR - Affordable Low*	3.7	92
WB-32	HDR - Affordable Very-Low**	1.4	36
WB-41	Nonresidential ^{(1)*}	10.0	-
WB-52	Park*	1.5	-
WB-80	Open Space*	36.6	-
Zone 3 - Totals		97.2	807
CFD Totals		353.4	2,029

(1) Nonresidential parcel WB-42 (in Phase 2) is taxed per acre, while nonresidential parcel WB-41 (in Phase 3) is not subject to the Special Tax.

* Not subject to special tax.

** Very-low income affordable and low income affordable units are not subject to Special Tax.

Source: Westpark Associates, MacKay & Soms Civil Engineers, Inc.

Table 2
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Tentative Map and Final Map Status for Taxable Residential Parcels

By Phase

Phase 1			Tentative Map	Small Lot Final
<u>PARCEL</u>	<u>LAND USE</u>	<u>UNITS</u>	<u>Approval Date</u>	<u>Map Record Date</u>
WB-5A P1	LDR (Residential)	44	Feb 2014	August 12, 2015
WB-5B P1	LDR (Residential)	55	Feb 2014	August 12, 2015
WB-5A P2	LDR (Residential)	27	Feb 2014	July 1, 2016
WB-5B P2	LDR (Residential)	31	Feb 2014	July 1, 2016
WB-6	LDR (Residential)	103	Feb 2014	Dec 1, 2016
WB-7A	LDR (Residential)	73	Feb 2014	Oct 17, 2017
WB-7B	LDR (Residential)	72	Feb 2014	Oct 17, 2017
WB-24	MDR (Residential)	53	Feb 2014	Aug 18, 2016
WB-25	MDR (Residential)	<u>100</u>	Feb 2014	Dec 17, 2016
	Sub-total LDR (Residential)	405		
	Sub-total MDR (Residential)	<u>153</u>		
	Total Phase 1	<u>558</u>		
Phase 2			Tentative Map	Estimated Small Lot
<u>PARCEL</u>	<u>LAND USE</u>	<u>UNITS</u>	<u>Approval Date</u>	<u>Final Map Record Date</u>
WB-1A	LDR (Residential)	126	April 2016	Feb 8, 2018
WB-1B	LDR (Residential)	133	April 2016	Feb 8, 2018
WB-2A	LDR (Residential)	58	April 2016	March 2019
WB-2B	LDR (Residential)	39	April 2016	March 2019
WB-3A	LDR (Residential)	66	April 2016	March 2019
WB-3B	LDR (Residential)	71	April 2016	March 2019
WB-4	LDR (Residential)	100	April 2016	Sept 5, 2018
WB-23	MDR (Residential)	<u>71</u>	Jan 2019	June 2019
	Sub-total LDR (Residential)	593		
	Sub-total MDR (Residential)	<u>71</u>		
	Total Phase 2	<u>664</u>		
Phase 3			Tentative Map	Estimated Small Lot
<u>PARCEL</u>	<u>LAND USE</u>	<u>UNITS</u>	<u>Approval Date</u>	<u>Final Map Record Date</u>
WB-20	MDR (Residential)	66	Jan 2019	June 2019
WB-21	MDR (Residential)	81	Jan 2019	June 2019
WB-22	MDR (Residential)	32	Jan 2019	June 2019
WB-31	HDR (Residential)	<u>263</u>		
	Sub-total MDR (Residential)	179		
	Sub-total HDR (Residential)	<u>263</u>		
	Total Phase 3	<u>442</u>		
	TOTALS			
	LDR (Residential)	998		
	MDR (Residential)	403		
	HDR (Residential)	<u>263</u>		
	Total	<u>1,664</u>		

Source: Developer.

Development Agreement

General. The Developer entered into the development agreement dated June 20, 2012 (as amended on May 4, 2016, the “**Development Agreement**”) with the City in accordance with applicable state and local codes. The Development Agreement vests development rights, sets forth infrastructure improvements and dedication requirements, secures the timing and methods for financing improvements, and specifies other performance obligations as related to development in the Sierra Vista Specific Plan area. All of the property in the District is subject to the requirements of the Development Agreement as well as the SVSP. The Development Agreement was entered into in accordance with Sections 65864 through 65869.5 of the California Government Code, as implemented through Article V, Chapter 19.84 of the City’s Zoning Ordinance No. 802. The Development Agreement is the primary implementation tool for the SVSP and is intended to create a binding contract between the City and the Developer and their assigned successors in interest, which sets forth the needed infrastructure improvements, park dedication requirements, timing and method for financing improvements and other specific performance obligations of the City and the Developer as such obligations relate to development of the property in the District, including the terms, conditions, rules, regulations, entitlements, vested rights and other provisions relating to the development of the property in the District according to the SVSP entitlements. Included are provisions relating to infrastructure improvements, public dedication requirements, landscaping amenities and other obligations of the parties. The Development Agreement has a 30-year term, runs with the property, and may be modified only by mutual consent of the City and the Developer and in a manner consistent with the SVSP. With the Development Agreement in place, subject to compliance with the terms of the Development Agreement, construction of homes within the District may occur upon City approval of subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits. The Development Agreement is binding on the Developer and all successor owner-developers of property in the District.

Land use and development entitlements granted under the Development Agreement for property in the District is consistent with the SVSP as described under the caption “THE SIERRA VISTA SPECIFIC PLAN” and summarized above.

Improvements. The Development Agreement sets forth the responsibility of the Developer and its successors for a portion of the costs of certain public improvements required for its development within the SVSP, including an electric substation. Dedication and grading of this electric substation site in the SVSP has occurred and the City has commenced with the design of the electric substation. The current status of electric substation development allows for the construction of up to 1,151 homes, which restriction ends once the electric substation has been completed by the City. Notwithstanding the foregoing, however, once the substation site has been dedicated to the City and two years has passed, regardless of the status of the construction of the electric substation, there will be no restriction on the issuance of building permits. The dedication of the electric substation site occurred on May 26, 2017, which means that the restriction on the issuance of building permits will expire on May 26, 2019. [Confirm]

Funding of the Improvements with 2019 Bond and Additional Bond proceeds will satisfy a portion, but not all, of the relevant obligations of the District for infrastructure improvements required by the Development Agreement. The improvements not funded from proceeds of the 2019 Bonds and Additional Bonds, or Special Taxes are required to be funded by the Developer, Lennar Homes and/or other developers of land in the District to whom the Developer sells parcels in the District. See “THE IMPROVEMENTS” below.

Lennar Homes (pursuant to agreement with the Developer) is responsible for the cost of construction of the infrastructure improvements and other costs of development in Phase 2, in two phases. Proceeds of the 2019 Bonds and any remaining 2018 Bonds proceeds will provide for the cost of Improvements. Improvement costs greater than the net proceeds of the 2019 Bonds will be contributed by Lennar Homes. Remaining net proceeds of 2019 Bonds above Improvements costs will be used to construct improvements in Phase 3. See “THE IMPROVEMENTS - Estimated Cost of the Improvements” below. One or more series of Additional Bonds for the District is expected to be issued as development progresses. See “THE DEVELOPER – Financing Plan.”

Environmental Matters

Flood Hazard Map Information. According to the Federal Emergency Management Agency’s flood insurance rate maps (Community-Panel Number 060243-0457F, with an effective date of July 8, 1998), the developable portions of the property in the District are located within Flood Zone X, described as areas of minimal flooding (outside of the 100 and 500-year floodplains). The land in the District has been determined to be outside of the 500-year floodplain and is not a part of the Central Valley Flood Protection Plan (SB-5).

Wetland Conditions. In response to the City’s planning department’s confirmation that some jurisdictional wetlands would be affected by development within the District, the Developer completed wetland impact mitigation in 2014 at a total cost of \$4,885,675, all or a portion of which was reimbursed from proceeds of the 2014 Bonds. No additional Section 404 environmental permits or stream alteration agreements are required for build-out of the District or any of the required infrastructure.

Seismic Conditions. The property in the District is not located within a seismic special studies zone, designated by the California State Division of Mines and Geology, in accordance with the Alquist-Priolo Special Study Zone Act of 1972.

THE IMPROVEMENTS

Eligible Facilities

The Improvements eligible to be financed by the District are set forth in Appendix B of the Resolution of Intention of the City Council of the City of Roseville to Form a Community Facilities District and Levy a Special Tax in Westbrook Community Facilities District No. 1 (Public Facilities) to Finance the Acquisition and Construction of Certain Public Facilities in and for such Community Facilities District (the “**Resolution of Intention**”), adopted by the City Council of the City on March 5, 2014, in connection with the formation of the District.

The eligible Improvements authorized include, but are not limited to, the following:

Transportation Improvements. Eligible roadway improvements include, but are not limited to, these: acquisition of land and easements; roadway design; project management; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site), enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters and bus

rapid transit improvements, including transfer stations and regional public transit improvements; masonry walls; traffic control and agency fees, and other improvements related to the foregoing.

Potable and Non-potable Water System Improvements. Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the Project. These facilities include, but are not limited to, potable and non-potable mains, valves, services and appurtenances; wells; and water treatment and storage facilities.

Eligible improvements also include a recycled water storage tank facility, which includes site clearing; grading and paving; curbs and gutters; recycled water storage tanks, booster pump stations and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting; drainage; sanitary sewer and water service; landscaping and irrigation; access gates; fencing, striping; and signage.

Drainage System Improvements. Authorized facilities include any and all onsite and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the Project. These facilities include, but are not limited to mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping and irrigation; access roads gates, and fencing; and striping and signage.

Wastewater System Improvements. Authorized facilities include any and all backbone wastewater facilities designed to meet the needs of development of the Project. These facilities include but are not limited to pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements.

Solid Waste Improvements. Authorized facilities include any and all backbone solid waste improvements designed to meet the needs of development of the Project. Eligible improvements also include the project's pro-rata contribution, as described in the project development agreement, to the SVSP Solid Waste Recycling Center.

Park Improvements. Authorized facilities include any and all improvements to neighborhood parks located in the Specific Plan.

Open Space Improvements. Authorized facilities include any and all open space improvements designed to meet the needs of development of the Project, including, but not limited to: bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, off-site hawk mitigation, agricultural mitigation, and/or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing and related open space improvements.

Utilities. Authorized facilities include any and all utility improvements designed to meet the needs of development of the Project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized Facilities shall also include costs related to the acquisition of the offsite electric substation site, site clearing, grading, street frontage improvements including curbs, gutters, and paving; construction of an all-weather access road to the site from the nearest public street and/or extension of temporary 12kV overhead lines as described in the Project Development Agreement.

Other Public Facilities. Authorized facilities include any and all public facilities or infrastructure including the Project's pro-rata contribution to the land acquisition of the off-site fire station site, site clearing, grading, street frontage improvements including curbs, gutters, and paving.

Development Impact Fees. Authorized facilities include deferred development impact fees whether standard City fees levied at the time of the issuance of a building permit or required as part of the Development Agreement.

Formation, Administrative, and Incidental Expenses. In addition to the above facilities and costs related thereto, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982 are included, which include, but are not limited to, the cost of planning, permitting, approving and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation, and preparation of an overarching operation and maintenance plan for the City of Roseville Open Space Preserves; land acquisition and easement payments for authorized District facilities; project management, construction staking; engineering studies and preparation of an engineer's report for the use of recycled water; utility relocation and demolition costs incidental to the construction of the public facilities, cost associated with the creation of the District, issuance of bonds; determination of the amount of taxes, collection of taxes; payment of taxes; or costs otherwise incurred in order to carry out the authorized purposes of the District; reimbursements to other areas for infrastructure facilities or planning purposes serving development in the District; and any other expenses incidental to the construction, completion, and inspection of the facilities and related expenses associated with any of the foregoing.

Estimated Cost of the Improvements

Overview. As of December 2017, the total cost of Phase 1 Improvements was approximately \$22.1 million, of which approximately \$11.8 million was financed by the 2014 Bonds. The total cost of the Improvements related to Phase 2 is estimated to be \$15.1 million, a portion of which was financed by the 2018 Bonds, with the remainder to be financed by a portion of the 2019 Bonds. The 2019 Bonds proceeds will also be used to finance a portion of the Phase 3 Improvements.

The total estimated cost of the Improvements at buildout, for all three phases of construction, is expected to be approximately \$57.2 million. Approximately \$40 million of bonds are expected to be issued for the District to provide a portion of the funding needs, with the remaining costs funded by the Developer, Lennar Homes and other owners of land in the District from other sources including the pay-as-you-go component of the Special Taxes.

The Special Tax Formula provides that the funding of Improvement costs can also be made from collections of the Special Tax available as the "pay-as-you-go" component of Special Taxes in an amount equal to Special Tax collections in excess of the amount needed to pay debt service and administration costs, which is expected to be provided through the annual Special Tax levy at the maximum rate during the time the 2019 Bonds are outstanding.

These amounts are estimates and actual costs are expected to vary. The cost of the Improvements will initially be paid for by the Developer and/or Lennar Homes, which will be reimbursed for certain of such improvement expenditures from the proceeds of the 2019 Bonds. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" below for a description of other sources of funding available to the Developer and/or Lennar Homes.

Table 3
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Summary of Authorized Facilities and Estimated Cost

Item	Approximate Projected Total Cost (in millions)
Backbone Infrastructure	\$47.4
Neighborhood Parks/Trails	5.1
Deferred Development Impact Fees	4.7
Total	\$57.2

Source: Developer.

Infrastructure construction throughout the District is anticipated to be completed in three phases.

Phase 1 infrastructure in the District cost \$22.1 million, with the 2014 Bonds providing approximately \$11.8 million of that cost. The Developer is owed approximately \$10.4 million in reimbursement for construction of Phase 1 infrastructure, which is expected to be paid from the proceeds of one or more future series of Additional Bonds and pay-as-you-go funding.

Phase 2 infrastructure in the District is expected to cost \$15.1 million, a portion of which is expected to be financed by the 2019 Bonds. The amount not financed by the 2019 Bonds is expected to be paid from remaining proceeds of the 2018 Bonds.

Phase 3 infrastructure is expected to be funded, in part, by the 2019 Bonds, and additional Parity Bonds may be issued in the future.

The Special Tax Formula provides that the funding of Improvement costs can also be made from collections of the Special Tax available as the “pay-as-you-go” component of Special Taxes. The pay-as-you-go funding component is expected to provide for funding of the cost of a portion of the Improvements in excess of the amount provided from bond proceeds (if such proceeds are not sufficient) through annual Special Tax collections in excess of the amount needed to pay the debt service. The City and the Developer contemplate utilizing this funding mechanism during the time the 2019 Bonds are outstanding. Additionally, after the final maturity date of the 2019 Bonds and any Additional Bonds issued to reimburse the Developer and/or other entities eligible for reimbursement for costs of the Improvements, the City expects to continue to levy Special Taxes for payment of the “Development Impact Fee Deferral” (as defined in the Rate and Method of Apportionment) which levy may secure future bonds issued after payment in full of the 2014 Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” and “– Special Tax Fund.”

Acquisition Agreement. In connection with the issuance of the 2014 Bonds, the City and the Developer entered into a Funding, Construction and Acquisition Agreement (as amended to date, the “**Acquisition Agreement**”) which provides that Developer or its affiliate will construct (or cause to be constructed or funded) the Improvements and related facilities, and the City, upon completion of construction and acceptance by the City, or through progress payments prior to completion of the entire improvement, will purchase the Improvements or reimburse the Developer for expended amounts using a portion of the proceeds of the Bonds pursuant to the terms of the Acquisition Agreement. The Developer and/or subsequent owners of land in the District which purchase parcels

from the Developer (including Lennar Homes) will be responsible for the portion of the cost of construction of the Improvements not paid with Bond proceeds, however a portion of the needed funding is expected to come from the pay-as-you-go levy component resulting from a maximum Special Tax levy on Developed Property, as previously described above. In 2018, the City and Developer City entered into an amendment to the Acquisition Agreement relating to the backbone infrastructure that was anticipated to be financed by the 2018 Bonds, and an additional amendment is anticipated to be entered into in connection with the 2019 Bonds.

OWNERSHIP OF PROPERTY WITHIN THE DISTRICT

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the property within the District. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bond Owner will have the ability at any time to seek payment directly from the owners of property within the District of the Special Tax or the principal or interest on the Bonds, or the ability to control who becomes a subsequent owner of any property within the District.

The Developer, Lennar Homes, Taylor Morrison Homes, and Woodside Homes have provided the information set forth in this section entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT." No assurance can be given that all information is complete. In addition, any Internet addresses included below are for reference only, and the information on those Internet sites is not a part of this Official Statement or incorporated by reference into this Official Statement.

No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner, as described herein. The Special Taxes are not personal obligations of the developers or of any subsequent landowners; the Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

Current Ownership in the District

Development is currently ongoing in the District, particularly in Phase 2 and Phase 3. As of the February 1, 2019 date of value of the Appraisal, there were 1,152 appraised single-family lots or homes in the District, 263 multi-family units and 1 commercial parcel, all of which were owned as set forth in the following table. An additional 249 completed single-family homes with a complete assessed value for both land and improvements, were not covered by the Appraisal. The Appraisal does not include the parcels planned for affordable housing that are not subject to the tax.

The following table shows the ownership of Appraised Property in the District as of February 1, 2019.

Table 4
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Ownership of Appraised Property in the District
As of February 1, 2019

<u>Owner</u>	<u>Commercial Parcels</u>	<u>Multifamily Units</u>	<u>Finished Lots</u>	<u>Partially Completed Homes</u>	<u>Completed Homes⁽²⁾</u>	<u>Unimproved Residential Lots</u>	<u>Total</u>
<u>Developer</u>							
Westpark SV 400 LLC ⁽¹⁾	1	263	--	--	--	250	514
<u>Merchant Builders</u>							
DR Horton	--	--	--	8	50	--	58
Woodside Homes	--	--	98	4	29	--	131
Taylor Morrison Homes	--	--	42	53	47	--	142
Lennar Homes	--	--	125	44	90	234	493
<u>Individual Homeowners⁽³⁾</u>	--	--	--	--	78	--	78
Totals	1	263	265	109	294	484	1,416

(1) Projected number of lots and parcels. Actual number of lots are less until small lot final maps are recorded.

(2) Completed homes without a complete assessment for structural improvements by County Assessor.

(3) Does not include 249 completed single-family homes that were not covered by the Appraisal.

Source: *Appraisal of Real Property, Integra Realty Resources - Sacramento.*

The Developer

General. At the time of formation of the District, all of the land within the District was owned by Westpark S.V. 400, LLC, an entity comprised of a management team that is responsible for the day-to-day management of the entitlement and development operations, and a group of capital investors that provide equity for the operations and development of the project. The Developer is a limited liability company formed in 2010 and registered to do business in California.

As development progressed, the Developer transferred areas of land to WP Development Company, LLC, a separate entity comprised of the same managing principals and capital members, for lot development and sales. WP Development Company, LLC is a limited liability company, formed in 2014 and registered to do business in California. The entity was formed for the purpose of commencing land development and marketing of individual villages to merchant builders to separate the dealer activities of this entity from the investment purpose of the Developer. The term “Developer” as used herein includes Westpark S.V. 400, LLC and WP Development Company, LLC.

The managing members (the “Members”) of the Developer are William Falik, John Murray and Jeff Jones. Mr. Falik is an attorney who has practiced land use, real estate, mediation and environmental law in Northern California for more than 40 years. Mr. Falik is also an Adjunct Professor at the Haas School of Business and a Visiting Professor at the Berkeley School of Law at the University of California where he teaches real estate investment and development. John Murray is a Certified Public Accountant who, prior to joining Westpark, was the General Manager for the Del Webb Corporation’s Northern California Communities where he led the development of Sun City Roseville and Sun City Lincoln Hills. Mr. Falik and Mr. Murray were principals in the development team that developed the adjacent Westpark community, a 4,500-unit master planned community, in 2004 and subsequently sold the project to a consortium of homebuilders that included Pulte Home Corporation, Lennar Communities of California and Centex Homes. Jeff Jones is Westpark’s Chief Operating Officer. Prior to joining the Developer, Mr. Jones served as a part of the Del Webb

Corporation's Northern California Communities executive management team where he oversaw the development of the Sun City Roseville and Sun City Lincoln Hills Communities.

The Members of the Developer are also principals in projects adjacent to the District where they control 250 acres that have the potential for approximately 1,000 residential units.

Developer Experience. Recent development experience of the principals of the Developer (affiliated entities wherein the managing members are at least one of the three principals of the Developer), is illustrated by the following projects:

<u>Project Name</u>	<u>City</u>	<u>No. of Lots (res)</u>	<u>No. of Sq. Ft. (Office/Industrial)</u>	<u>No. of Sq. Ft (Retail)</u>	<u>Owner/Developer</u>	<u>Status</u>
Westpark	Roseville, CA	4,585	1,110,000	163,350	1600 Placer Investors, LP	Sold March 2005 to Pulte, Lennar & Centex
Sierra Vista/ Westpark-Federico	Roseville, CA	953	0	0	Westpark Sierra Vista, LLC	Entitlements Completed, completing federal permitting process
Education Foundation	Lincoln, CA	71	0	0	Westpark LR, LLC	Entitlements complete, completing federal permitting process. Available for sale spring 2015

As noted in the listing above, an entity comprised of the same principals as the Developer was the owner of the property located immediately north of the District in what is known as Westpark Phases 3 and 4, a portion of the "Westpark" community in the West Roseville Specific Plan. West Roseville, LLC, an entity comprised of the same ownership as Developer, acquired the Westpark property in December 2009. West Roseville, LLC disposed of portions of the Westpark property in 2012 and 2013 and today continues to own a small portion of the Westpark property. During the time between December 2009 and December 2013 West Roseville, LLC paid its Special Tax obligation as part of the Westpark community facilities district without issue. The special taxes over this time period were in excess of \$6 million.

Developer Development Schedule. The Developer originally acquired the property in the District in August 2010. The Developer constructed the Phase 1 backbone infrastructure and sold seven individual villages to merchant homebuilders. These sales include all of the land previously owned by the Developer in Phase 1.

In Phase 2, the Developer sold 493 unfinished lots to Lennar Homes and 100 unfinished lots to Woodside Homes. The Developer still owns WB-23, which is being developed along with the Phase 3 backbone infrastructure, and WB-42 (commercial) in Phase 2. The Developer also owns the entirety of Phase 3. The Developer expects to sell the remainder of its land in the District to merchant homebuilders and commercial purchasers for development as infrastructure improvements are completed.

The Developer expects to sell the commercial sites once the adjacent development creates demand for the commercial needs. All of the commercial sites are "neighborhood serving," meaning they are likely to include uses required daily by local residents, such as grocery stores, pharmacies, and local food service outlets. The current sales forecast for these uses include the sale, anticipated in 2024, of a 14.5-acre retail parcel (WB-42), the only commercial parcel subject to the Special Tax. This sale is expected to be to a commercial developer with tenants in tow to service the needs of the area where few retail services exist. The remaining commercial site (WB-41), which is not subject to the Special Tax, is planned for sale in or after 2025.

For additional information on ongoing development in the District, see “–Current and Anticipated Development in the District.”

Developer Financing Plan. The development of the backbone infrastructure improvements required to be installed by the Developer, and payment of the Special Taxes by the Developer will be funded through a combination of the following; (i) owner capital via periodic capital calls from investor members of the Developer; (ii) internal funds generated from sales of lots to merchant builders; and (iii) proceeds from the sale of bonds.

The Developer provided its current projected schedule of sources and uses for the proposed development of the remainder of Phase 2 and all of Phase 3 shown on the following page. ***The Developer has provided no assurances to the City or the Underwriter that the sources of financing that will actually be available to the Developer will be sufficient to complete its currently projected property development and project construction.***

Westbrook Community Facilities District No. 1 (Public Facilities)
Proposed Financing Plan of the Developer
Calendar Years 2019 through 2023
(Remaining Portion of Phase 2 and Phase 3)

	Total	2019	2020	2021	2022	2023
Sources:						
Bond Proceeds	\$12,500,000	\$12,500,000	--	--	--	--
Net Residential Land Sales Proceeds	10,000,000	10,000,000	--	--	--	--
Net Office & Retail Land Sales Proceeds	6,200,000	--	--	--	--	\$6,200,000
Total Sources	\$28,700,000	\$22,500,000	--	--	--	\$6,200,000
Uses:						
Infrastructure Hard Costs	\$7,440,000	\$7,440,000	--	--	--	--
Infrastructure Soft Costs	4,960,000	4,960,000	--	--	--	--
Total Uses	\$12,400,000	\$12,400,000	--	--	--	--
Net Cash Flow	\$16,300,000	\$10,100,000	--	--	--	\$6,200,000

Source: Developer.

History of Property Tax Payments; Loan Defaults; Bankruptcy. The Developer will certify to the following representations at Closing:

- Neither the Developer nor any of its affiliates has ever defaulted to any material extent in the payment of special taxes or assessments in connection with the District or any other community facilities districts or assessment districts in California within the past five years.
- Neither the Developer nor any of its affiliates is currently in default on any loans, lines of credit or other obligation, the result of which could materially adversely affect the development of the property owned by the Developer in the District.
- The Developer is solvent and no proceedings are pending or, to the actual knowledge of Developer, threatened in which the Developer may be adjudicated as bankrupt or become the debtor in a bankruptcy proceeding, or discharge from all of its debts or obligations, or granted an extension of time to pay debts or a reorganization or readjustment of its debts.
- There is no litigation or administrative proceeding of any nature in which the Developer has been served, or to the Developer's actual knowledge, is pending or threatened against the Developer which, if successful, would materially adversely affect the ability of the Developer to complete the development and sale of its property within the District, or to pay the Special Taxes or ordinary ad valorem property tax obligations when due on its property within the District, or which challenges or questions the validity or enforceability of the 2019 Bonds, the Resolution of Issuance, the Fiscal Agent Agreement, the Property Owner Continuing Disclosure Certificate or the Bond Purchase Agreement.
- Except as set forth in this Official Statement, the Developer is not aware of any material failures to comply with previous undertakings by it or its affiliates periodic continuing disclosure reports or notices of material events in California within the past five years.

Lennar Homes

Current Ownership and Development. As of February 1, 2019, Lennar Homes owns 493 lots in the District, consisting of 125 finished lots, 44 partially completed homes, 90 completed homes, and 234 unimproved lots. Within its "Heritage at Solaire" neighborhood, Lennar Homes is offering 12 floorplans that range in size from approximately 1,246 square feet to approximately 2,766 square feet and in price from \$402,000 to \$591,000. Prices reflect base sales prices as of January 31, 2018, which are subject to change and exclude options, upgrades, lot premiums and any incentives or price reductions being offered. There can be no assurance that actual base sales prices of the remaining homes will equal or exceed the base sales prices set forth above. [UPDATE]

Lennar Homes is a wholly-owned subsidiary of Lennar Corporation, a Delaware corporation ("**Lennar Corporation**"), with headquarters in Miami, Florida. Lennar Corporation is a diversified real estate company, publicly traded on the New York Stock Exchange under the symbol LEN and presided over by Chief Executive Officer Stuart Miller. Lennar Corporation started as a Dade County, Florida homebuilder in 1954. The year 2019 marked the 22nd year that Lennar Corporation has operated in the Sacramento area. In February 2018, Lennar Corporation completed its merger with homebuilder CalAtlantic, creating the largest homebuilder in the United States based on revenues.

Lennar Corporation is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith files reports, proxy statements and other information with the SEC. Such filings, particularly the Annual Report on Form 10-K and its most recent Quarterly Report on Form 10-Q, may be inspected and copied at the public reference facilities maintained by the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. Such files can also be accessed over the Internet at the SEC's website at www.sec.gov. Copies of such material can be obtained from the public reference section of the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. In addition, the aforementioned material may also be inspected at the office of the NYSE at 20 Broad Street, New York, New York 10005. Additionally, Lennar Corporation provides investor relations information on its website.

Recent Litigation Against Lennar Corporation. A lawsuit was filed in the state court of California against Lennar Corporation relating to Lennar Corporation and LandSource Communities Development, LLC, a Delaware limited liability company ("**LandSource**"), in which the California Public Employees' Retirement System ("**CalPers**") invested in 2007. LandSource filed for bankruptcy on June 8, 2008 ("**LandSource Bankruptcy Matter**"), and a plan for reorganization was approved by the bankruptcy court on July 20, 2009. (In re: LandSource Communities Development LLC, et al, Case No. 08-11111, United States Bankruptcy Court, District of Delaware.) The complaint, which is filed as a qui tam action by a newly created limited liability company, makes a number of claims related to Lennar Corporation's actions regarding LandSource and the related bankruptcy and seeks injunctive relief and damages (including statutory and treble) relating to CalPers' alleged \$970 million loss. Lennar Corporation has filed a petition to remove the complaint to federal court (Citizens Against Corporate Crime v. Lennar Corporation (9th Circuit, California Eastern District Court, Case No. 2:2018cv01269). Lennar Corporation has also filed a Motion to Reopen the Chapter 11 Bankruptcy Cases for the Limited Purpose of Enforcing the Injunction and Release in the Debtors' Joint Chapter 11 Plan and Confirmation Order. Persons released in the LandSource Bankruptcy Matter include Lennar Corporation and Lennar Homes. Lennar Corporation contends that in addition to the complaint being barred by the release and injunction in the LandSource Bankruptcy Matter, the complaint is meritless and barred by applicable statutes of limitation and other defenses. Lennar Homes is not a party to the complaint. Lennar Homes believes that even if, in the unlikely event, the complaint is successful against Lennar Corporation, Lennar Homes will be able to complete the development and sale of its project within the District as described in this Official Statement and pay Special Taxes and ad valorem tax obligations on the property that it owns within the District prior to delinquency during Lennar Homes' period of ownership.

For further information on Lennar Corporation, see its Internet homepage located at www.lennar.com. The website address is given for reference and convenience only, and the information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on this website is a part of this Official Statement or incorporated into this Official Statement by reference and no representation is made in this Official Statement as to the accuracy or adequacy of the information contained on the internet site.

Woodside Homes

Current Ownership and Development. As of February 1, 2019, Woodside Homes owns 131 lots in the District, consisting of 98 finished lots, 4 partially completed homes, and 29 completed homes. Within the "Bromley," "Hillingdon," and "Solis" neighborhoods in the District, Woodside Homes is offering 6 floorplans ranging in size from approximately 1,700 square feet to approximately 2,500 square feet, with base sales prices as of January 31, 2018 ranging from approximately

\$410,000 to approximately \$486,000. Base sales prices are subject to change and exclude options, upgrades, lot premiums and any incentives or price reductions being offered. There can be no assurance that actual base sales prices of the remaining homes will equal or exceed the base sales prices set forth above. [UPDATE]

Woodside Homes is wholly owned by Woodside Group, LLC, a Nevada limited liability company ("**Woodside Group**"), directly or through its wholly owned subsidiaries. Woodside Homes is owned 99% directly by Woodside Group, as a limited partner. The remaining 1% interest is owned by WDS GP, Inc., a California corporation, as its general partner, which is wholly owned by Woodside Homes of California, Inc., a California corporation, which in turn is wholly owned by Woodside Group. The parent of Woodside Group is Woodside Homes Company, LLC, a Delaware limited liability company. Woodside Group's subsidiaries engage in the design, construction and sale of single-family homes under the brand name of "Woodside Homes." Woodside Homes is one of America's top 30 homebuilders having built more than 40,000 homes across the United States, with current operations in Arizona, California, Nevada, Texas and Utah.

On February 28, 2017, Sekisui House, Ltd. ("**Sekisui House**"), acquired all of the membership interests in Woodside Homes Company, LLC pursuant to a Merger Agreement, dated February 27, 2017, by and between Sekisui House and Woodside Homes Company, LLC (the "**Merger Agreement**"). Pursuant to the Merger Agreement, SH Residential Holdings, LLC, a subsidiary of Sekisui House US Holdings, LLC, which is a wholly owned subsidiary of Sekisui House, completed the merger of Crayon Special Vehicle-I, LLC, a wholly owned subsidiary of SH Residential Holdings, LLC and Woodside Homes Company, LLC (the "**Merger**"), with Woodside Homes Company, LLC being the surviving entity. Immediately following the Merger, Woodside Homes Company, LLC became a wholly owned subsidiary of SH Residential Holdings, LLC. In addition, North America Sekisui House, LLC, a wholly owned subsidiary of Sekisui House, became a wholly owned subsidiary of Sekisui House US Holdings, LLC.

For further information Woodside Homes, see its Internet homepage located at www.woodsidehomes.com. The website address is given for reference and convenience only, and the information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on this website is a part of this Official Statement or incorporated into this Official Statement by reference and no representation is made in this Official Statement as to the accuracy or adequacy of the information contained on the internet site.

Taylor Morrison Homes

Taylor Morrison Homes Development. As of February 1, 2019, Taylor Morrison Homes owns 142 lots in the District, consisting of 42 finished lots, 53 partially completed homes, and 47 completed homes. Within its "Solaire" neighborhood, Taylor Morrison is offering seven floorplans that range in size from approximately 2,018 square feet to approximately 3,911 square feet and in price from \$436,990 to \$552,990. Prices reflect base sales prices as of March 26, 2018, which are subject to change and exclude options, upgrades, lot premiums and any incentives or price reductions being offered. There can be no assurance that actual base sales prices of the remaining homes will equal or exceed the base sales prices set forth above. [UPDATE]

Taylor Morrison Homes is a subsidiary of Taylor Morrison Home Corporation, a Delaware corporation ("**Taylor Morrison**"). Taylor Morrison's common stock is publicly traded on the NYSE under the symbol "TMHC." Taylor Morrison is one of the largest public homebuilders in the United States, as well as a real estate developer, with a portfolio of lifestyle and master-planned communities. It operates under both the Taylor Morrison and Darling Homes brand names. It also

provides financial services to customers through its wholly owned mortgage subsidiary, and title insurance and closing settlement services through its title company.

For further information on Taylor Morrison, see its Internet homepage located at www.taylormorrison.com. The website address is given for reference and convenience only, and the information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on this website is a part of this Official Statement or incorporated into this Official Statement by reference and no representation is made in this Official Statement as to the accuracy or adequacy of the information contained on the internet site.

VALUE OF PROPERTY WITHIN THE DISTRICT

Assessed Values

The following table shows a history of assessed valuations of land in the District since Fiscal Year 2014-15.

Table 5
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Historical Assessed Values for the District
Fiscal Years 2014-15 through 2018-19

Fiscal Year	Land Value	Structure Value	Total Assessed Value	% Change in Total Assessed Value
2014-15	\$11,496,355	\$0	\$11,496,355	--
2015-16	11,726,045	0	11,726,045	2.0%
2016-17	23,381,318	2,196,600	25,577,918	118.1%
2017-18	37,855,938	23,215,361	61,071,299	138.8%
2018-19	67,287,121	86,079,483	153,366,604	151.1%

Sources: City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2014, Annual Continuing Disclosure Information Statements for fiscal years 2014-15 through 2015-16; Placer County Secured Property Roll, as compiled by Willdan Financial Services for fiscal years 2016-17 through 2018-19.

The Appraisal

General. Integra Realty Resources, Sacramento, California (the “**Appraiser**”) prepared an appraisal report dated March 11, 2019, with a date of value of February 1, 2019 (the “**Appraisal**”). The Appraisal was prepared at the request of the City. The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

Parcels Appraised. The appraised properties consist of 484 unimproved residential lots, 265 finished residential lots, 109 partially completed homes, one commercial parcel, and one multifamily (high density residential) parcel within the District, all of which are identified in the appendix to the Appraisal.

In addition, there are also 294 completed single-family homes within the boundaries of the District not currently assessed for a complete improvement value by the Placer County Assessor on the 2018-19 County property tax roll; as such, a not-less-than estimate of market value for the smallest floor plan constructed within each subdivision was appraised and assigned to each respective assessor’s parcel within the District. See APPENDIX B for additional details.

Value Estimates. The Appraisal provides a market value of the appraised properties by ownership and assessor’s parcel, as well as a cumulative, or aggregate, value of the properties as of the date of value (based on the hypothetical condition the improvements to be financed by the 2019 Bonds were in place as of the date of valuation). The valuation accounts for the impact of the lien of the Special Tax and represents the hypothetical market value (based on the hypothetical condition cited below) of all the land in the District. The property appraised excludes property in the District designated for public and quasi-public purposes.

The aggregate value estimate for the appraised properties as of the February 1, 2019 date of value, using the methodologies described in the Appraisal and subject to the limiting conditions and special assumptions set forth in the Appraisal, and based on the ownership of the property as of that date, is not less than \$253,359,000. This does not include the assessed value of the existing homes in the District (which were not appraised), which have a Fiscal Year 2018-19 assessed value equal to \$105,753,440. Taken together, the aggregate value of the appraised parcels and the assessed value of the completed homes is equal to not less than \$359,112,440.

The appraisal methodology utilizes the sales comparison and an extraction technique, to estimate the market value for the property's various components. For the ownership held by the master developer, the aggregate value estimate is then integrated into a discounted cash flow (subdivision development method). The approaches to value were conducted as set forth below. See also "Assumptions and Limiting Conditions" below.

Hypothetical Condition. The value estimate is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the 2019 Bonds are available to reimburse for infrastructure improvements completed.

Aggregate Value. The aggregate value is the sum of the market values for the applicable property groupings. This value estimate excludes all allowances for carrying costs and is not equal to the market value of all the subject properties.

Market Value, Bulk Value. The bulk sale value represents the most probable price, in a sale of certain parcels within District, to a single purchaser or sales to multiple buyers, over a reasonable absorption period discounted to present value.

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, some of which include the following. See "APPENDIX B – THE APPRAISAL."

- The value estimates assume the completion of the public facilities to be financed by the 2019 Bonds, but not any Additional Bonds that may be issued in the future. See "THE IMPROVEMENTS."
- The Appraisal relies on infrastructure and development cost estimates from the Developer, as well as presumed Special Taxes and 2019 Bond proceeds expected to be available. Accordingly, the value estimate is connected to such estimates of infrastructure and development costs, Special Taxes and 2019 Bond proceeds; any changes to these variables may necessarily affect the estimated value. It is therefore an extraordinary assumption that the infrastructure and development costs are as represented in the Appraisal. The estimates of market value account for the impact of the Lien of the Special Taxes securing the Bonds.
- The Appraiser has assumed that there is no hazardous material on or in the property that would cause a loss in value. Should future conditions and events reduce the level of permitted development or delay the completion of any projected development, the value of the undeveloped land would likely be reduced from that estimated by the Appraiser. See "APPENDIX B – THE APPRAISAL" hereto for a description of certain assumptions made by the Appraiser. Accordingly, because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for

such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

Projected Absorption Period. The Appraiser also estimated the marketing time that would be required for the disposition of the single-family residential lots, based on the historical marketing times of a number of local sales, as well as current and projected economic conditions, the impacts of present market conditions, as well as anticipated changes in the market. After considering the development timeline and scope of the project, the Appraiser estimated the various land use components held by the master developer could transfer within four years of exposure on the market. Thus, the discounted cash flow analysis reflected sales of residential lots, the commercial parcel, and the multifamily parcel over such period, following completion of additional backbone infrastructure. The estimate takes into account the time and process associated with delivering developable parcels. The various parcels held by the merchant builders are anticipated to sell within 12 months of exposure. See APPENDIX B.

No assurance can be given that the estimated absorption will be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a projected absorption period. See “SPECIAL RISK FACTORS – Property Values and Property Development.”

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout the District; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the 2019 Bonds are outstanding in that the City has no control over the market value of the property within the District or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See “–Overlapping Liens and Priority of Lien” below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see “SPECIAL RISK FACTORS” herein.

Value to Special Tax Burden Ratios

Value to Lien Ratios by Development Status and Phase. The table on the following page sets forth appraised value, assessed value, maximum special tax, allocable CFD debt, and average value to lien ratios by status of development and Phase, based on the status of development in the District as of February 1, 2019 (the Appraiser’s date of inspection), and on assumptions detailed therein.

Table 6
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Value to Lien Ratios – By Phase of Development

Development Status/Phase No. ⁽¹⁾⁽²⁾	No. of Parcels	Residential Units ⁽³⁾	Appraised Value ⁽⁴⁾	Assessed Value ⁽⁵⁾	FY 2019-20 Maximum Tax	Projected FY 2019-20 Special Tax Levy ⁽⁶⁾	Allocable Debt CFD Bonds ⁽⁷⁾⁽⁸⁾	% Total CFD Bonded Debt ^{(8)*}	Overlapping Debt ⁽⁹⁾	Total Direct & Overlapping Debt*	Average Value to Lien Ratios ^{(8)(13)*}
Completed Homes											
Phase 1 ⁽¹⁰⁾	453	453	\$98,920,000	\$105,753,440	\$744,593	\$744,593	\$13,178,471	32.74%	\$3,692,271	\$16,870,742	12.13
Phase 2-A	90	90	45,305,000	0	157,497	157,497	2,787,526	6.92%	163,481	2,951,007	15.35
Subtotal	543	543	\$144,225,000	\$105,753,440	\$902,090	\$902,090	\$15,965,997	39.66%	\$3,855,752	\$19,821,749	12.61
Partially Completed Homes											
Phase 1	61	61	\$9,349,000	N/A	\$106,748	\$106,748	\$1,889,323	4.69%	\$135,199	\$2,024,522	4.62
Phase 2-A	48	48	7,011,800	N/A	83,998	83,998	1,486,681	3.69%	80,671	1,567,352	4.47
Subtotal	109	109	\$16,360,800	N/A	\$190,746	\$190,746	\$3,376,004	8.38%	\$215,870	\$3,591,874	4.55
Finished Lots											
Phase 1	44	44	\$6,720,000	N/A	\$76,999	\$76,999	\$1,362,790	3.38%	\$97,767	\$1,460,557	4.60
Phase 2-A	221	221	32,108,200	N/A	386,743	386,743	6,844,925	17.00%	244,992	7,089,917	4.53
Subtotal	265	265	\$38,828,200	N/A	\$463,742	\$463,742	\$8,207,715	20.38%	\$342,759	\$8,550,474	4.54
Tentative Map Lots											
Phase 2-B	9	305	\$37,319,236	N/A	\$514,143	\$514,143	\$9,099,763	22.60%	\$56,530	\$9,156,293	4.08
Phase 3-A ⁽⁸⁾⁽¹¹⁾	3	179	10,113,302	N/A	\$263,836	195,474	3,459,682	8.59%	19,353	3,479,035	2.91
Subtotal	12	484	\$47,432,538	N/A	\$777,979	\$709,617	\$12,559,445	31.19%	\$75,883	\$12,635,328	3.75
Unimproved Non Residential											
Phase 2-C ⁽¹²⁾	1	0	\$12,503,856	N/A	\$8,805	\$8,805	\$155,839	0.39%	\$16,511	\$172,350	14.53
Unimproved Multi-Family											
Phase 3-B ⁽¹¹⁾	1	263	\$4,008,606	N/A	\$88,564	\$0	\$0	0.00%	\$7,558	\$7,558	N/A
Total	931	1,664	\$253,359,000	\$105,753,440	\$2,431,926	\$2,275,000	\$40,265,000	100.00%	\$4,514,333	\$44,779,333	8.02

* Preliminary; subject to change.

(1) Development Status as of the February 1, 2019 valuation date of the Appraisal.

(2) The boundaries of the Westbrook development's Phase Nos. 1, 2 & 3 are coterminous to the respective boundaries of the Westbrook CFD 1 Zone Nos. 1, 2 & 3.

(3) The number of planned residential units that are subject to the District Special Tax.

(4) Appraised Values as of February 1, 2019. A portion of the District parcels were not valued by the appraiser; according to the Appraisal Report dated March 1, 2019, those lots/parcels with completed improvements with an assigned complete assessed value for both land and improvements are not a part of the Appraisal. Those parcels not appraised are instead valued using the 2018 assessed value.

(5) Assessed Values. The taxable District parcels which were not valued by the appraiser are instead valued using 2018 assessed value.

(6) The Projected FY 2019-20 Special Tax Levy assumes a Maximum Special Tax Levy to all taxable District parcels within Zone Nos. 1 and 2 while each parcel of Tentative Map Property within Zone No. 3 would be taxed at approximately 75% of its Maximum Tax. The FY 2019-20 Special Tax Levy shall include the debt service on all Bonds during the 2020 Bond Year, any debt service on the 2019 Series Bonds due September 1, 2019, district administration costs and taking into account capitalized interest to be applied against debt service of the 2019 Series Bonds.

(7) Includes \$25,765,000 in outstanding principal of the Westbrook CFD 1 Series 2014 Special Tax Bonds and the Westbrook CFD 1 Series 2018 Special Tax Bonds together with the \$14,500,000 par amount of the Series 2019 Special Tax Bonds.

(8) This table allocates the CFD Debt using the District's Projected FY 2019-20 Special Tax Levy of \$2,275,000, which includes a projected levy of \$195,474 to the 179 approved lots within the Zone 3's Tentative Map Property. Since the amount of the District's Projected FY 2019-20 Special Tax Levy results in the Zone 3 Tentative Map Property to be levied at approximately 75% of the Maximum Special Tax - while the parcels within Zone Nos 1 and 2 are to be levied at 100% of their respective Maximum Special Tax - less CFD Bonded Debt is allocated to these Zone 3 Tentative Map Lots in comparison to those in the other Zones; this debt allocation causes the Value-to-Lien Ratios of the Zone 3 Tentative Map Property in this table to be higher than if CFD Debt was allocated based upon each parcel's Maximum Special Tax.

(9) Includes the overlapping debt liens of the District parcels as of March 1, 2019 as summarized under "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc. \$7,098 in direct charges related to PACE liens secured by Special Taxes were levied onto two homes within the District in FY 2018-19, these PACE liens are not reflected in this overlapping debt report.

(10) Of the District's 543 Completed Homes, 294 are valued by the Appraiser while 249 are valued using assessed value.

(11) Phase 3 includes 179 Medium Density Residential (MDR) units and 263 High Density Residential (HDR) units subject to the District's Special Tax. Although the District is approved for 2,029 residential units, the development's 365 HDR affordable units of Large Lots WB-30 and WB-32 are excluded from the tables as these parcels are not subject to the District's Special Tax.

(12) The Unimproved Non-Residential property represents a 14.5 acre commercial parcel known as Large Lot WB-42. The District's 10 acre non-residential property known as Lot WB-41 is excluded from the tables as it is not subject to the District's Special Tax.

(13) The District's Value-to-Lien Ratio of 7.70 to 1 is based upon the total value of the District's taxable parcels together with the combined CFD and overlapping Debt shown above.

Sources: Number of Planned Residential Units - Master Developer; Appraised Values, Development Status Categories and Ownership - Integra Realty Resources, Inc.; Assessed Values - 2018-19 Secured Property Roll, Placer County, as compiled by Willdan Financial Services; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services; PACE Special Taxes - Placer County Tax Collector, and Maximum Special Tax - Willdan Financial Services.

Value to Lien Ratios by Ownership and Development Status. The following table sets forth appraised value, assessed value, maximum special tax, allocable CFD debt, and average value to lien ratios by status of development and ownership, based on the status of development in the District as of February 1, 2019 (the Appraiser's date of inspection), and on assumptions detailed therein.

Table 7
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Value to Lien Ratios – By Ownership

Ownership and Development Status ⁽¹⁾	No. of Parcels	Residential Units ⁽²⁾⁽¹⁰⁾	Appraised Value ⁽³⁾	Assessed Value ⁽⁴⁾	FY 2019-20 Maximum Tax	Projected FY 2019-20 Special Tax Levy ⁽⁵⁾	Allocable Debt CFD Bonds ^{(6)(7)*}	% Total CFD Bonded Debt ⁽⁷⁾	Overlapping Debt ⁽⁸⁾	Total Direct & Overlapping Debt*	Average Value to Lien Ratio ^{(7)(11)*}
MASTER DEVELOPER											
Westpark S V 400 LLC											
Tentative Map Lots (7)	5	250	\$9,778,189	\$0	\$368,487	\$300,125	\$5,311,878	13.19%	\$27,526	\$5,339,404	1.83
Unimproved Non Residential (9)	1	0	1,776,418	0	8,805	8,805	155,840	0.39%	16,511	172,351	10.31
Unimproved Multi-Family	1	263	2,755,393	0	88,564	0	-	0.00%	7,558	7,558	N/A
Subtotal	7	513	\$14,310,000	\$0	\$465,856	\$308,930	\$5,467,718	13.58%	\$51,595	\$5,519,313	N/A
MERCHANT BUILDERS											
D R Horton CA2 Inc											
Completed Homes (10)	54	54	\$23,140,000	\$1,320,564	\$89,778	\$89,778	\$1,588,979	3.95%	\$150,543	\$1,739,522	14.06
Partially Completed Homes	8	8	1,254,000	0	14,000	14,000	247,780	0.62%	17,314	265,094	4.73
Subtotal	62	62	\$24,394,000	\$1,320,564	\$103,778	\$103,778	\$1,836,759	4.57%	\$167,857	\$2,004,616	12.83
Lennar Homes of California LLC											
Completed Homes	90	90	\$45,305,000	\$0	\$157,497	\$157,497	\$2,787,526	6.92%	163,480	\$2,951,006	15.35
Partially Completed Homes	44	44	6,435,000	0	76,999	76,999	1,362,790	3.38%	79,924	1,442,714	4.46
Finished Lots	125	125	18,265,000	0	218,746	218,746	3,871,564	9.62%	227,056	4,098,620	4.46
Unimproved Lots	7	234	25,389,000	0	409,493	409,493	7,247,568	18.00%	48,356	7,295,924	3.48
Subtotal	266	493	\$95,394,000	\$0	\$862,735	\$862,735	\$15,269,448	37.92%	\$518,816	\$15,788,264	6.04
Taylor Morrison of California, LLC											
Completed Homes	47	47	\$24,000,000	\$0	\$82,248	\$82,248	\$1,455,708	3.61%	\$106,220	\$1,561,928	15.37
Partially Completed Homes	53	53	8,095,000	0	92,748	92,748	1,641,543	4.08%	117,885	1,759,428	4.60
Finished Lots	42	42	6,410,000	0	73,499	73,499	1,300,845	3.23%	92,620	1,393,465	4.60
Subtotal	142	142	\$38,505,000	\$0	\$248,495	\$248,495	\$4,398,096	10.92%	\$316,725	\$4,714,821	8.17
Woodside 05N LP											
Completed Homes (10)	37	37	\$14,925,000	\$3,037,098	\$64,119	\$64,119	\$1,134,845	2.82%	166,604	\$1,301,449	13.80
Partially Completed Homes	4	4	576,800	0	7,000	7,000	123,890	0.31%	747	124,637	4.63
Finished Lots	98	98	14,153,200	0	171,497	171,497	3,035,306	7.54%	23,084	3,058,390	4.63
Subtotal	139	139	\$29,655,000	\$3,037,098	\$242,616	\$242,616	\$4,294,041	10.67%	\$190,435	\$4,484,476	7.29
INDIVIDUAL HOMEOWNERS											
Completed Homes (10)	315	315	\$36,855,000	\$101,395,778	\$508,446	\$508,446	8,998,938	22.34%	\$3,268,905	\$12,267,843	11.27
Total	931	1,664	\$239,113,000	\$105,753,440	\$2,431,926	\$2,275,000	\$40,265,000	100.00%	\$4,514,333	\$44,779,333	7.70

* Preliminary, subject to change.

(1) Ownership and Development Status as of the Appraisal's February 1, 2019 valuation date.

(2) The number of planned residential units that are subject to the District Special Tax.

(3) Appraised Values as of February 1, 2019. A portion of the District parcels were not valued by the appraiser; according to the Appraisal Report dated March 1, 2019, those lots/parcels with completed improvements with an assigned complete assessed value for both land and improvements are not a part of the Appraisal. Those parcels not appraised are instead valued using the 2018 assessed value.

(4) Assessed Values. The taxable District parcels which were not valued by the appraiser are instead valued using 2018 assessed value.

(5) The Projected FY 2019-20 Special Tax Levy assumes a Maximum Special Tax Levy to all taxable District parcels within Zone Nos. 1 and 2 while each parcel of Tentative Map Property within Zone No. 3 would be taxed at approximately 75% of its Maximum Tax. The FY 2019-20 Special Tax Levy shall include the debt service on all Bonds during the 2020 Bond Year, any debt service on the 2019 Series Bonds due September 1, 2019, district administration costs and taking into account capitalized interest to be applied against debt service of the 2019 Series Bonds.

(6) Includes \$25,765,000 in outstanding principal of the Westbrook CFD 1 Series 2014 Special Tax Bonds and the Westbrook CFD 1 Series 2018 Special Tax Bonds together with the \$14,500,000 par amount of the Series 2019 Special Tax Bonds.

- (7) This table allocates the CFD Debt using the District's Projected FY 2019-20 Special Tax Levy of \$2,275,000, which includes a projected levy of \$195,474 to the 179 approved lots within the Zone 3's Tentative Map Property. Since the amount of the District's Projected FY 2019-20 Special Tax Levy results in the Zone 3 Tentative Map Property to be levied at approximately 75% of the Maximum Special Tax - while the parcels within Zone Nos 1 and 2 are to be levied at 100% of their respective Maximum Special Tax - less CFD Bonded Debt is allocated to these Zone 3 Tentative Map Lots in comparison to those in the other Zones; this debt allocation causes the Value-to-Lien Ratios of the Zone 3 Tentative Map Property in this table to be higher than if CFD Debt was allocated based upon each parcel's Maximum Special Tax.
 - (8) Includes the overlapping debt liens of the District parcels as of March 1, 2019 as summarized under "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc. \$7,098 in direct charges related to PACE liens secured by Special Taxes were levied onto two homes within the District in FY 2018-19, these PACE liens are not reflected in this overlapping debt report.
 - (9) The Unimproved Non-Residential parcel represents the 14.5 acre commercial parcel known as Large Lot WB-42.
 - (10) A portion of the Completed Homes are valued by the Appraiser while the remainder are valued using Assessed Value. The number of homes valued by the Appraiser for each ownership group are D R Horton - 50 homes, Woodside - 29 homes and individual homeowners - 78 homes.
 - (11) The District's Value-to-Lien Ratio of 7.70 to 1 is based upon the total value of the District's taxable parcels together with the combined CFD and overlapping Debt shown above.
- Sources: Number of Planned Residential Units - Master Developer; Appraised Values, Development Status Categories and Ownership - Integra Realty Resources, Inc.; Assessed Values – 2018-19 Secured Property Roll, Placer County as compiled by Willdan Financial Services; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services; PACE Special Taxes - Placer County Tax Collector, and Maximum Special Tax - Willdan Financial Services.*

Average Value to Lien Ratio Categories. The estimated value of all taxable property within the District is \$359,112,440. The principal amount of direct and overlapping bonded debt in the District (including the 2018 Bonds and the 2014 Bonds) is \$44,779,333*. Consequently, the estimated value of the taxable property within the District is approximately 7.70* times the principal amount of the direct and overlapping bonded debt.

Table 8
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Average Value to Lien Ratio Categories

Value-to-Lien Ratio Range*	No. of Parcels	Residential Units ⁽¹⁾	Appraised Value ⁽²⁾	Assessed Value ⁽³⁾	FY 2019-20 Maximum Tax	Projected FY 2019-20 Special Tax Levy ⁽⁴⁾	Allocable Debt CFD Bonds ^{(5)(6)*}	% Total CFD Bonded Debt ⁽⁶⁾	Overlapping Debt ⁽⁷⁾	Total Direct & Overlapping Debt*
10:1 to 19.99:1	466	465	\$146,728,855	\$80,212,036	\$781,004	\$781,004	\$13,822,931	34.33%	\$3,113,225	\$16,936,156
5:1 to 9.99:1	78	78	0	25,541,404	129,890	129,890	2,298,904	5.71%	759,039	3,057,943
4:1 to 4.99:1	381	608	88,534,000	0	1,063,981	654,488	18,831,287	46.77%	606,985	19,438,272
3:1 to 3.99:1	2	113	6,720,661	0	166,556	409,493	2,184,045	5.42%	12,345	2,196,390
2:1 to 2.99:1	3	137	7,366,878	0	201,931	123,400	3,127,883	7.77%	15,181	3,143,014
N/A	1	263	4,008,606	0	88,564	0	0	0.00%	7,558	7,558
Total	931	1,664	\$253,359,000	\$105,753,440	\$2,431,926	\$2,275,000	\$40,265,000	100.00%	\$4,514,333	\$44,779,333

* Preliminary, subject to change.

(1) The number of planned residential units that are subject to the District Special Tax.

(2) Appraised Values as of February 1, 2019. A portion of the District parcels were not valued by the appraiser; according to the Appraisal Report dated March 1, 2019, those lots/parcels with completed improvements with an assigned complete assessed value for both land and improvements are not a part of the Appraisal. Those parcels not appraised are instead valued using the 2018 assessed value.

(3) Assessed Values. The District parcels which were not valued by the appraiser are instead valued using the 2018 assessed value.

(4) The Projected FY 2019-20 Special Tax Levy assumes a Maximum Special Tax Levy to all taxable District parcels within Zone Nos. 1 and 2 while each parcel of Tentative Map Property within Zone No. 3 would be taxed at approximately 75% of its Maximum Tax. The FY 2019-20 Special Tax Levy shall include the debt service on all Bonds during the 2020 Bond Year, any debt service on the 2019 Series Bonds due September 1, 2019, district administration costs and taking into account capitalized interest to be applied against debt service of the 2019 Series Bonds.

(5) Includes \$25,765,000 in outstanding principal of the Westbrook CFD 1 Series 2014 Special Tax Bonds and the Westbrook CFD 1 Series 2018 Special Tax Bonds together with the \$14,500,000 par amount of the Series 2019 Special Tax Bonds.

(6) This table allocates the CFD Debt using the District's Projected FY 2019-20 Special Tax Levy of \$2,275,000, which includes a projected levy of \$195,474 to the 179 approved lots within the Zone 3's Tentative Map Property. Since the amount of the District's Projected FY 2019-20 Special Tax Levy results in the Zone 3 Tentative Map Property to be levied at approximately 75% of the Maximum Special Tax - while the parcels within Zone Nos 1 and 2 are to be levied at 100% of their respective Maximum Special Tax - less CFD Bonded Debt is allocated to these Zone 3 Tentative Map Lots in comparison to those in the other Zones; this debt allocation causes the Value-to-Lien Ratios of the Zone 3 Tentative Map Property in this table to be higher than if CFD Debt was allocated based upon each parcel's Maximum Special Tax.

(7) Includes the overlapping debt liens of the District parcels as of March 1, 2019 as summarized under "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc. \$7,098 in direct charges related to PACE liens secured by Special Taxes were levied onto two homes within the District in FY 2018-19, these PACE liens are not reflected in this overlapping debt report.

Sources: Number of Planned Residential Units - Master Developer; Appraised Values, Development Status Categories and Ownership - Integra Realty Resources, Inc.; Assessed Values - 2018/19 Secured Property Roll, Placer County as compiled by Willdan Financial Services; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services; PACE Special Taxes - Placer County Tax Collector, and Maximum Special Tax - Willdan Financial Services.

In comparing the value of the real property within the District and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of the District could, without the consent of the City and in certain cases without the consent of the owners of the land within the District, impose additional taxes or assessment liens on the land within the District. Property owners can also voluntarily add Property Assessed Clean Energy (PACE) assessment liens on their property to finance energy efficiency improvements. The lien created on the land within the District through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by the Developers or home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be subordinate to the lien of the Special Tax.

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Set forth below is an overlapping debt table showing the existing direct and overlapping bonded debt payable with respect to property within the District. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith. In addition to bonded debt, property in the District is also subject to Fiscal Year 2018-19 special taxes authorized to be levied on behalf of the City's Westbrook Community Facilities District No. 2 (Public Services) and Community Facilities District No. 3 (Municipal Services) for municipal services, which districts provide for escalating annual special taxes on residential property currently in the respective approximate annual amount of \$415 to \$421 (low density and medium density) for CFD No. 2 and \$439 (low density)/\$257 (medium density)\$128 (high density market rate)/\$64 (high density affordable) for CFD No. 3.

Table 9
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Summary of Overlapping Debt
(As of March 1, 2019)

2018-19 Local Secured Assessed Valuation: \$153,366,604

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 3/1/19</u>	
Center Joint Unified School District General Obligation Bonds	0.099%	\$ 35,586	
Roseville Joint Union High School District General Obligation Bonds	0.508	693,417	
Roseville Joint Union High School District SFID No. 1 General Obligation Bonds	6.779	3,659,378	
Roseville City School District General Obligation Bonds	0.875	125,952	
City of Roseville Westbrook Community Facilities District No. 1	100.000	25,765,000	(1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$30,279,333	
 <u>OVERLAPPING GENERAL FUND DEBT:</u>			
Placer County Certificates of Participation	0.202%	\$ 51,367	
Placer County Office of Education Certificates of Participation	0.202	1,834	
Sierra Joint Community College District Certificates of Participation	0.153	6,487	
Central Joint Unified School District Certificates of Participation	0.099	426	
Roseville City School District Certificates of Participation	0.875	50,163	
City of Roseville Certificates of Participation	0.680	153,037	
Placer County Mosquito and Vector Control District Certificates of Participation	0.202	6,126	
TOTAL OVERLAPPING GENERAL FUND DEBT		\$269,440	
Less: City of Roseville supported obligations		16,457	
TOTAL OVERLAPPING GENERAL FUND DEBT		\$252,983	
 GROSS COMBINED TOTAL DEBT		\$30,548,773	(2)
NET COMBINED TOTAL DEBT		\$30,532,316	

Ratios to 2018-19 Assessed Valuation:

Direct Debt (\$25,765,000)	16.80%
Total Direct and Overlapping Tax and Assessment Debt	19.74%
Combined Total Debt	19.92%
Net Combined Total Debt	19.91%

(1) Excludes the 2019 Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

There can be no assurance that the Developer, its affiliates or any subsequent owner will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities; however, no other special districts are currently contemplated by the City or the Developer.

Private liens, such as deeds of trust securing loans obtained by the Developer, may be placed upon property in the District at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Estimated Tax Burden on Single-Family Home

The Development Agreement specifies that the overall tax burden after formation of the District shall not exceed 2% of the estimated sales price of a single-family residential home. Based on estimated sales prices provided by the Developer, the Special Tax Administrator has projected that the overall tax burden for low-density residences will be approximately 1.58% and for medium-density residences will be approximately 1.60%, as shown in the following table.

Table 10
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Projected Overall Tax Burden for Single-Family Residential Parcels
Fiscal Year 2019-20

	Land Use Designation		
	MDR	LDR	
Net Taxable Value	Value	Value	
Average Assessed Value (1)	\$420,000	\$500,000	
Less: Homeowner's Exemption	(\$7,000)	(\$7,000)	
Net Taxable Value	\$413,000	\$493,000	
Ad Valorem Property Taxes	Rate ⁽²⁾	Taxes	Taxes
Base Property Tax	1.000000%	\$4,130	\$4,930
Rsvl City Elem B&I 2002 Series A Non Refunding	0.005802%	\$24	\$29
Rsvl City Elem B&I 2002 A&B Partial Refunding 2011	0.004318%	\$18	\$21
Rsvl High B&I 1992	0.012407%	\$51	\$61
Rsvl High B&I 2004 Series C Non Refunding	0.000926%	\$4	\$5
Rsvl High B&I 2004 Series A, B & C Refunding 2013	0.020975%	\$87	\$103
Rsvl High B&I 2016 Series A	0.009403%	\$39	\$46
Rsvl High B&I 2008 Series A SFID #1 Non-Ref 2016B	0.001973%	\$8	\$10
Rsvl High B&I 2008 Series A SFID #1 Refunding 2016B	0.007467%	\$31	\$37
Rsvl High B&I 2008 Series A SFID #1 Series 2017	0.022305%	\$92	\$110
Total Ad Valorem Property Taxes	1.085576%	\$4,483	\$5,352
Parcel Charges, Special Taxes and Assessments (3)		Charges	Charges
Placer Mosquito & Vector (4)		\$29	\$29
City of Roseville Westbrook CFD 1 (Public Facilities) (5)		\$1,435	\$1,750
City of Roseville Westbrook CFD 2 (Public Services) (6)		\$432	\$432
City of Roseville CFD 3, Municipal Services (7)		\$267	\$457
Total Parcel Charges, Assessments, and Special Taxes		\$2,163	\$2,668
Total Projected Taxes and Direct Charges		\$6,647	\$8,020
Total Effective Tax Rate		1.58%	1.60%

(1) Representative new home prices from the "Ability to Pay" section of the Appraisal

(2) FY 2018-19 Ad Valorem Tax Rates

(3) Assumes no PACE related Special Taxes

(4) FY 2018-19 Charge

(5) Equal to the applicable Maximum Public Facilities Special Tax for FY 2019-20

(6) Equal to the applicable Maximum Public Services Special Tax for FY 2019-20

(7) Projected applicable Maximum Municipal Services Special Tax for FY 2019-20

Sources: FY 2018-19 Ad Valorem Tax Rates of TRA 005071 and Placer Mosquito & Vector charges - Placer County Tax Collector;

Representative new home prices - Integra Realty Resources, Inc.; Maximum Special Tax Rates CFD Nos 1, 2 and 3 - Willdan Financial Services

Special Tax Collections and Delinquencies

Historical Special Tax collections and delinquencies in the District are presented in the table below.

Table 11
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Special Tax Collections and Delinquencies

Fiscal Year	Annual Special Taxes Levied	No. of Parcels Levied	<u>As of Each Fiscal Year End ⁽¹⁾</u>				<u>As of January 23, 2019</u>			
			Amount Collected ⁽²⁾	Amount Delinquent ⁽²⁾	No. of Parcels Delinquent	Percent Levy Delinquent	Remaining Amount Collected ⁽²⁾	Remaining Amount Delinquent ⁽²⁾	Remaining No. of Parcels Delinquent	Percent Levy Delinquent
2015-16 ⁽³⁾	\$822,830	7	\$822,830	\$0	0	0.00%	\$0	\$0	0	0.00%
2016-17	\$856,654	105	\$856,654	\$0	0	0.00%	\$0	\$0	0	0.00%
2017-18	\$830,882	415	\$828,359	\$2,523	2	0.30%	\$2,523	\$0	0	0.00%
2018-19 ⁽⁴⁾	\$1,354,484	560	\$674,823	\$2,419	3	0.36%	\$0	\$2,419	3	0.36%

(1) Delinquency information as of May or June of the fiscal year in which the Special Taxes were levied, except for the first installment of fiscal year 2018/19 as noted below

(2) Delinquent amounts and collections shown above do not include penalties, interest or fees.

(3) The District was first levied in fiscal year 2015-16.

(4) Delinquency information for fiscal year 2018-19 reflects the collection of the first installment only as the second installment has not yet become due. The fiscal year 2018-19 Percentage Amount Delinquent shown above was calculated using the first installment delinquency amount of \$2,419 and one-half of the fiscal year 2018-19 annual Special Tax Levy.

Source: Placer County Tax Collector and City of Roseville, compiled by Willdan Financial Services.

SPECIAL RISK FACTORS

The purchase of the 2019 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2019 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the 2019 Bonds. The 2019 Bonds are not general obligations of the City but are limited obligations of the City and the District payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS." Any tax for the payment of the 2019 Bonds will be limited to the Special Tax to be collected within the jurisdiction of the District.

Concentration of Ownership

Land in the District includes over 300 homes owned by homeowners, however a significant amount of land within the District is currently owned by the Developer and two merchant homebuilders (Lennar Homes and Woodside Homes, and Taylor Morrison). The owners of property in the District are not personally obligated to pay the Special Tax attributable to their property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the 2019 Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of the Developer, the merchant homebuilders, or any future owner of significant property subject to the Special Taxes in the District to pay installments of Special Taxes when due could cause the depletion of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to meet the District's obligations on the 2019 Bonds. For a description of the Developer, see "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT." In that event, there could be a delay or failure in payments on the 2019 Bonds. See "SPECIAL RISK FACTORS - Bankruptcy and Foreclosure Delays" below and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS - Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

Appraised Values

The Appraisal summarized in APPENDIX B estimates the market value of the taxable property within the District. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). The improvements to be financed by the 2019 Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place)

In addition, the opinion is a present opinion. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in the District could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of Taxable Parcels within the District is a critical factor in determining the investment quality of the 2019 Bonds. If a property owner defaults in the payment of the Special Tax, the District's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land development and land values could be adversely affected by economic and other factors beyond the District's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

The Appraisal information included as APPENDIX B sets forth certain assumptions of the Appraiser in estimating the market value of the property within the District as of the date indicated. No assurance can be given that the land values are accurate if these assumptions are incorrect or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "Appraised Values" above.

Neither the District, the Underwriter, nor the City has evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect

to any particular parcel, the District is issuing the 2019 Bonds without regard to any such evaluation. Thus, the creation of the District and the issuance of the 2019 Bonds in no way implies that the District, the Underwriter, or the City has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in the District or the value of property in the District.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the 2019 Bonds should it be necessary for the District to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the 2019 Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "APPRAISAL OF PROPERTY WITHIN THE DISTRICT –Value to Special Tax Burden Ratios." No assurance can be given that the proposed development within the District will be completed, and in assessing the investment quality of the 2019 Bonds, prospective purchasers should evaluate the risks of noncompletion.

The Developer provides no assurances to the City that the project will be developed or that sources of financing that will actually be available will be sufficient to complete the currently projected development. The Developer has no obligation to the City or to owners of the 2019 Bonds to complete the project.

Risks of Real Estate Investment Generally. Continuing development of land within the District may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in the District may also be affected by development in surrounding areas, which may compete with the District. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within the District will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within the District will not be adversely affected by these risks.

Natural Disasters. The value of the parcels in the District in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in the District and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding the District, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, the District is not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfires or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although the District is not in a high-risk area for landslides,

floods, wildfires or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Drought. California has been subject to droughts from time-to-time in the past. Although the City does not believe any future drought would impact development in the District, no assurances can be given in this regard.

The City employs a portfolio approach to its water supplies which includes the use of surface water, groundwater and recycled water. This portfolio approach is designed to provide a more reliable water supply. Surface water is the City's primary water supply which is delivered from the Folsom Reservoir under contracts with the Bureau of Reclamation and the Placer County Water Agency. The City also uses groundwater to supplement its surface water supplies during emergency and drought conditions. These ground water wells are designated to accommodate Aquifer Storage and Recovery (ASR). The City's ASR program allows for the storage of treated surface water in the groundwater basin through direct injection through the ASR wells. This water can be extracted later from the same wells for use during emergency or drought conditions. This water "banking" allows the City to use groundwater without significant impact to the ground water table when surface water supplies are limited. The City also uses recycled water generated from its wastewater treatment facilities for irrigation purposes in commercial landscaping, public rights-of way, parks and golf courses. The use of recycled water reduces the demand for treated water for these purposes and leaving more for domestic use.

The Developer and the City indicate that the existing Development Agreement protects the Developer's ability to access water for the project through an agreed upon water allocation. Further, the City indicates it has adequate surface water and groundwater supplies to meet the allocation for all three phases of development in accordance with applicable law and regulations. However, in the event that the City's water supply is severely limited or cut off by virtue of future actions beyond its control resulting from ongoing or future drought conditions, development within the District may be delayed or even stopped. The Development Agreement provides that should the City need to restrict development it must do so City-wide and cannot single out the Westbrook property in restricting development activity. In turn, the anticipated diversity of land ownership within the District could also be reduced, making the owners of the 2019 Bonds more dependent upon the Developer's or other owners of undeveloped land timely payment of the Special Taxes levied on undeveloped property. Furthermore, such an increased period of concentrated ownership of undeveloped land increases the potential negative impact of any bankruptcy or other financial difficulties experienced by the Developer or successor owners. Any reduction or interruption in the water supply would also likely cause a reduction in the land value and thus a reduction in the security in the event of a need to foreclose on land within the District following a delinquency in the payment of Special Taxes.

Legal Requirements. Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in the District may also be adversely affected by the application of laws protecting endangered or threatened species.

Hazardous Substances. Any discovery of a hazardous substance detected on property within the District would affect the marketability and the value of some or all of the property in the District. In that event, the owners and operators of a parcel within the District may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or the “Superfund Act,” is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are also applicable to property within the District and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within the District by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within the District has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them. A “Phase I” environmental site assessment was prepared for the property in the District (not including the specific plan Phase 3 property) in June 2014, which did not indicate the presence of any hazardous substance or other environmental concerns within the District.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within the District resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within the District that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Developer believes that no federally listed endangered or threatened species would be affected by the proposed development within the District, other than any that are permitted by the entitlements already received, the discovery of an endangered plant or animal could delay development of vacant property in the District or reduce the value of undeveloped property.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the 2019 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the maximum annual Special Tax rate authorized in the Rate and Method. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and

collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2019 Bonds.

In addition to the maximum annual Special Tax rate limitation in the Rate and Method, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2019 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax formula set forth in the Rate and Method is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the 2019 Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See “– Tax Delinquencies” below. For a summary of recent Special Tax collection and delinquency rates in the District, see “THE DISTRICT – Special Tax Collection and Delinquency Rates.”

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2019 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”) has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District. See “ – FDIC/Federal Government Interests in Properties” below.

Other laws generally affecting creditors’ rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the District to foreclose the lien of a delinquent unpaid tax, as discussed in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure,” may be limited by bankruptcy, insolvency or other laws generally affecting creditors’ rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2019 Bonds (including Bond Counsel’s approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2019 Bonds. To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the Reserve Fund established for the 2019 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2019 Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient monies would not be available in the Reserve Fund for transfer to the Bond Fund to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2019 Bonds on a timely basis.

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Property in the District is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in the District is also subject to the special tax of two additional community facilities districts formed to fund services and known as the Westbrook Community Facilities District No. 2 (Public Services) and the City's Community Facilities District No. 3 (Municipal Services). The property is not subject to any other special tax or assessment liens (other than the lien of the Special Tax). See "APPRAISAL OF PROPERTY WITHIN THE DISTRICT – Estimated Tax Burden on Single Family Home."

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the 2019 Bonds. The principal of and interest on the 2019 Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure if unpaid. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of taxable property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See "– Bankruptcy and Foreclosure Delays" above.

There can be no assurance that property owners within the District will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within the District, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in the District. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in the District. However, the lien of such loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within the District on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the 2019 Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the 2019 Reserve Account of the Reserve Fund, if available, may be used to pay principal of and interest on the 2019 Bonds. If funds in the 2019 Reserve Account of the Reserve Fund for the 2019 Bonds are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the 2019 Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within the District at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the 2019 Reserve Account of the Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Special Tax Methodology - Limitation on Increases of Special Tax Levy” for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

No Acceleration Provisions

The 2019 Bonds do not contain a provision allowing for the acceleration of the 2019 Bonds in the event of a payment default or other default under the terms of the 2019 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a 2019 Bond holder is given the right for the equal benefit and protection of all 2019 Bond holders similarly situated to pursue certain remedies. So long as the 2019 Bonds are in book-entry form, DTC will be the sole 2019 Bond holder and will be entitled to exercise all rights and remedies of 2019 Bond holders.

Ballot Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State's constitutional initiative process, and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of the District. See "Property Values and Property Development – Land Development" above. See also "Proposition 218" below.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the District. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2019 Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIII C and XIII D to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act". Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIII A and XIII C of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIII C requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes ("special taxes") require a two-thirds vote.

The Special Taxes and the issuance of special tax bonds of the District were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the 2019 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the District can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Recent Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the “CCFD”) established by the City of San Diego. The CCFD is a financing district established under the City’s charter (the “Charter”) and was intended to function much like a community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City’s Charter and with applicable provisions of the California Constitution -- specifically Article XIII A, section 4 (“Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district...”) and Article XIII C, section 2(d) (“No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.”) -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to the District, there were no registered voters within the District at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court’s holding does not apply to the special tax election in the District.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters....

53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act] ... shall ... be commenced within 30 days after the voters approve the issuance of the bonds or the special tax ...

Section 53326(b) of the Mello-Roos Act defines the authorized voters for an election in which the special taxes will be levied on residential property: “Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed

district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax....”

Landowner voters approved the Special Taxes and the issuance of bonds for the District in compliance with all applicable requirements of the Mello-Roos Act on April 16, 2014. Therefore, pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired. Because the *San Diego* Court expressly stated that it did not consider the facts presented by the District and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

Recent Changes in Tax Law

H.R. 1 of the 115th U.S. Congress, known as the “Tax Cuts and Jobs Act,” was enacted into law on December 22, 2017 (the “**Tax Act**”). The Tax Act makes significant changes to many aspects of the Code that could have an impact on future property development. The Tax Act reduces the amount of mortgage interest expense and state local income tax and property tax expense that individuals may deduct from their gross income for federal income tax purposes, which could increase the cost of home ownership within the District and could adversely affect the sale of homes by the Developer and the merchant homebuilders. However, the District, the Developer, and the merchant homebuilders cannot predict the effect that the Tax Act may have on the cost of home ownership or the price of homes in the District, the rate at which homes in the District are sold to individual homeowners, or the ability or willingness of homeowners to pay special taxes or property taxes on Taxable Property within the District. Neither the appraised values in the Appraisal nor the assessed values take into account any of the potential impacts of the Tax Act on home values or home sales in the District.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIII A of the California Constitution, commonly known as “**Proposition 13**,” provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIII A limits the maximum *ad valorem* tax on real property to 1% of “full cash value,” which is defined as the County Assessor’s valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIII A exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIII A requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIII A of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within the District.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIII B of the State Constitution. Article XIII B prohibits government agencies and the State from spending “appropriations subject to limitation” in excess of the appropriations limits imposed. “Appropriations subject to limitation” are authorizations to spend “proceeds of taxes,” which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not “proceeds of taxes” such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the 2019 Bonds to provide certain financial information and operating data relating to the District by not later than nine months after the end of the City's fiscal year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2018-19 fiscal year (due April 1, 2020) and to provide notices of the occurrence of certain enumerated events.

The Developer has also covenanted for the benefit of owners of the 2019 Bonds to provide certain financial information and operating data relating to the property it or its affiliates owns in the District by not later than April 1st and October 1st of each year, beginning with the report due October 1, 2019 (the "**Developer Periodic Reports**") and to provide notices of the occurrence of certain enumerated events. The obligation of the Developer to provide such information is in effect only so long as the Developer and its affiliates, or their successors, are collectively responsible for 20% or more of the Special Taxes, as described in the Developer Periodic Reports and the Developer's undertaking includes a provision that if a portion of the Developer's property which is responsible for such 20% is sold, the reporting obligation may be assumed by the new owner and the Developer's obligations with respect to such property will be terminated, or if not so assumed, the Developer is to report such required information, as applicable to the transferee.

The City Annual Report and the Developer Annual Report and notices of material events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events by the City and the Developer is summarized in "APPENDIX E — FORM OF CONTINUING DISCLOSURE UNDERTAKINGS."

The City believes it currently is in material compliance with all of its continuing disclosure undertakings for the last five years. Notwithstanding the foregoing, in the last five years:

- (1) The Annual Reports for Fiscal Years 2012-13 and 2014-15 for certain of the City's then-outstanding obligations were not timely filed, including up to 510 days late.
- (2) The Audited Financial Statements of the City for Fiscal Year 2012-13 for certain of the City's then-outstanding obligations were not timely filed.
- (3) In the last five years, the City may not have in a timely manner filed all significant event notices of changes in the ratings of certain then-outstanding obligations resulting from changes in ratings to the bond insurers who insured such obligations or the underlying rates for such obligations, including up to 3,994 days late. However, the City has submitted all previously undisclosed significant event notices of changes in ratings on all currently outstanding obligations.

The Developer has represented to the City that, during the past five years, the Developer has been in material compliance with its continuing disclosure undertakings; however, the Developer notes that the report due October 1, 2016 was filed 10 days late.

UNDERWRITING

The 2019 Bonds were purchased through negotiation by Piper Jaffray & Co., as underwriter (the “**Underwriter**”). The Underwriter agreed to purchase the 2019 Bonds at a price of \$_____ (which is equal to the par amount of the 2019 Bonds, plus/less an original issue premium/discount of \$_____ and less the Underwriter’s discount of \$_____). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the 2019 Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

MUNICIPAL ADVISOR

The City has retained Hilltop Securities Inc., Encino, California, as registered municipal advisor (the “**Municipal Advisor**”) in connection with the issuance of the 2019 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Municipal Advisor is an independent financial advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

LEGAL OPINION

The validity of the 2019 Bonds and certain other legal matters are subject to the approving opinion of Jones Hall, a Professional Law Corporation, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in Appendix D to this Official Statement, and the final opinion will be made available to registered owners of the 2019 Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the 2019 Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2019 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”) relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2019 Bonds. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2019 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2019 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2019 Bond is

sold is greater than the amount payable at maturity thereof, then such difference constitutes “original issue premium” for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2019 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2019 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2019 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2019 Bonds who purchase the 2019 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2019 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2019 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such 2019 Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2019 Bond (said term being the shorter of the 2019 Bond’s maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2019 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2019 Bond is amortized each year over the term to maturity of the 2019 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized 2019 Bond premium is not deductible for federal income tax purposes. Owners of premium 2019 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2019 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2019 Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2019 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2019 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2019 Bonds, or as to the consequences of owning or receiving interest on the 2019 Bonds, as of any future date. Prospective purchasers of the 2019 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2019 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2019 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2019 Bonds, the ownership, sale or disposition of the 2019 Bonds, or the amount, accrual or receipt of interest on the 2019 Bonds.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the 2019 Bonds and does not contemplate applying for a rating.

NO LITIGATION

At the time of delivery of and payment for the 2019 Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the 2019 Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the 2019 Bonds, or in any way contesting or affecting the validity or enforceability of the 2019 Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the 2019 Bonds or any action of the City contemplated by any of said documents.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council on behalf of the District.

CITY OF ROSEVILLE

By: _____
Chief Financial Officer

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B
THE APPRAISAL

APPENDIX C

THE CITY OF ROSEVILLE AND PLACER COUNTY

The District is located in the City of Roseville (the “City”), which is located in southwestern Placer County (the “County”), California (the “State”). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The 2019 Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the Authority secured solely by the Special Tax Revenues and other amounts pledged under the Indenture, all as described in more detail in this Official Statement.

General

The City is located in the County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 2018 was approximately 137,213.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the “Fountains at Roseville,” a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golf and SunSplash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected at large for staggered four-year terms. At each election, the council member receiving the most votes is appointed mayor pro-tempore for two years and becomes mayor for the final two years.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The City's population has increased 1% to 2% per year over the past four years. The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES
City, County and State
Calendar Years 2014 through 2018, as of January 1

<u>Year</u>	<u>City of Roseville</u>	<u>Placer County</u>	<u>State of California</u>
2014	128,048	367,108	38,568,628
2015	129,299	370,387	38,912,464
2016	132,167	375,618	39,179,627
2017	134,650	383,173	39,500,973
2018	137,213	389,507	39,809,693

Source: California State Department of Finance.

Effective Buying Income

Effective buying income (“**EBI**”) is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

EFFECTIVE BUYING INCOME (EBI) City, County, State and United States As of January 1, 2015 through 2019

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2015	City of Roseville	\$3,507,655	\$59,074
	Placer County	10,287,888	58,583
	California	901,189,699	50,072
	United States	7,357,153,421	45,448
2016	City of Roseville	\$3,959,073	\$64,615
	Placer County	11,729,490	64,480
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2017	City of Roseville	\$4,126,395	\$66,668
	Placer County	12,122,101	65,269
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2018	City of Roseville	\$4,470,762	\$70,438
	Placer County	12,967,927	69,226
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2019	City of Roseville	\$4,981,208	\$75,784
	Placer County	14,736,480	74,797
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841

Source: The Nielsen Company (US), Inc for years 2015 through 2018; Claritas, LLC for 2019.

Employment and Industry

The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 3.4% in April 2018, down from a revised 3.8% in March 2018, and below the year-ago estimate of 4.5%. This compares with an unadjusted unemployment rate of 3.8% for California and 3.7% for the nation during the same period. The unemployment rate was 3.4% in El Dorado County, 2.9% in Placer County, 3.5% in Sacramento County, and 4.0% in Yolo County.

The following table summarizes the civilian labor force, employment and unemployment, as well as employment by industry, in the Sacramento--Arden-Arcade--Roseville MSA for the years 2013 through 2017. Annual figures are not yet available for 2018.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT Sacramento Arden Arcade Roseville Metropolitan Statistical Area (El Dorado, Placer, Sacramento, and Yolo Counties) Civilian Labor Force, Employment and Unemployment Annual Averages

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>Civilian Labor Force</u> ⁽¹⁾	1,046,800	1,049,200	1,060,200	1,070,900	1,080,900
Employment	956,100	974,100	998,100	1,014,300	1,031,700
Unemployment	90,800	75,100	62,100	56,000	49,200
Unemployment Rate	8.7%	7.2%	5.9%	5.3%	4.6%
<u>Wage and Salary Employment</u> ⁽²⁾					
Agriculture	8,900	9,200	9,300	9,700	9,200
Mining and Logging	500	500	600	400	500
Construction	43,300	45,400	49,900	54,900	58,600
Manufacturing	34,100	35,400	36,300	36,200	35,500
Wholesale Trade	25,000	24,500	24,600	25,700	26,600
Retail Trade	93,800	95,300	97,500	100,400	101,800
Transportation, Warehousing and Utilities	22,900	23,600	24,600	26,000	26,000
Information	14,800	13,900	14,200	13,800	12,500
Finance and Insurance	36,300	35,500	37,100	37,200	37,100
Real Estate and Rental and Leasing	13,100	13,400	13,900	14,500	15,100
Professional and Business Services	114,600	118,200	119,700	128,000	130,500
Educational and Health Services	130,700	134,300	140,300	145,600	152,200
Leisure and Hospitality	88,700	91,800	94,900	99,800	103,400
Other Services	29,000	30,200	30,800	31,700	32,300
Federal Government	13,500	13,600	13,700	14,000	14,200
State Government	109,900	113,400	115,400	116,600	118,600
Local Government	99,200	100,800	102,900	104,000	103,900
Total, All Industries ⁽³⁾	878,200	898,800	925,400	958,700	977,700

⁽¹⁾ Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

⁽²⁾ Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

⁽³⁾ Totals may not add due to rounding.

Source: State of California Employment Development Department.

Major Employers

The following table lists the major employers within the County, in alphabetical order.

MAJOR EMPLOYERS Placer County (In Alphabetical Order) 2019

<u>Employer</u>	<u>Location</u>	<u>Industry</u>
Adventist Health	Roseville	Health Services
Alpine Meadows Ski Resort	Alpine Meadows	Resorts
Backyard Bar & BBQ	Truckee	Restaurants
Costco Wholesale	Roseville	Wholesale Clubs
Golfand Sunsplash	Roseville	Water Parks
Hewlett-Packard	Roseville	Computer & Equipment Dealers
Kaiser Permanente Roseville MD	Roseville	Hospitals
Northstar California	Truckee	Resorts
Oracle	Rocklin	Computer Software-Manufacturers
Placer County Food Stamps	Auburn	County Government-Social/Human Resources
Placer County Sheriff	Auburn	Government Offices-County
Placer County Sheriff Dept	Tahoe City	Government Offices-County
PRIDE Industries	Roseville	Employment Agencies & Opportunities
Resort At Squaw Creek	Alpine Meadows	Resorts
Ritz Carlton Lake Tahoe	Truckee	Hotels & Motels
Ritz-Carlton-Club Lake Tahoe	Truckee	Hotels & Motels
Sheriff's Training	Auburn	Government Offices-County
Sierra Community College Dist	Rocklin	Schools-Universities & Colleges Academic
Stagg Howard A Pro Corp	Roseville	Attorneys
Sutter Auburn Faith Hospital	Auburn	Hospitals
Sutter Roseville Medical Ctr	Roseville	Hospitals
Tami Saner & Assoc	Roseville	Real Estate
TASQ Technology	Roseville	Importers (whls)
Thunder Valley Casino	Lincoln	Casinos
Union Pacific Railroad Co	Roseville	Railroads

Source: State of California Employment Development Department, extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2019 1st Edition.

Principal Employers

The following table shows the principal employers in the City, as shown in the City's Comprehensive Annual Financial Report for fiscal year ending June 30, 2018.

PRINCIPAL EMPLOYERS City of Roseville As of June 30, 2018

<u>Employer</u>	<u>Number of Employees</u>
The Permanente Medical Group & Foundation Group	3,148
Sutter Roseville Medical Group	2,202
City of Roseville	1,896
Roseville Joint Union High School	1,626
Roseville City School District	1,133
PRIDE Industries	1,062
Adventist Health	940
Wal-Mart	625
Union Pacific Railroad Company	569
Consolidated Communications	475
Total – Top Ten	<u>13,676</u>
Total City-Wide Employment	83,221

Source: City of Roseville Comprehensive Annual Financial Report for Fiscal Year 2017-18.

Construction Permits

The following table shows valuations of residential and non-residential building permits issued for calendar years 2013 through 2017. Annual figures are not yet available for 2018.

BUILDING PERMIT VALUATION City of Roseville (Valuation in Thousands of Dollars)

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>Permit Valuation</u>					
New Single-family	\$118,547.9	\$154,499.7	\$262,769.4	\$242,272.7	\$322,386.5
New Multi-family	6,632.0	15,360.4	0.0	5,900.3	51,882.2
Res. Alterations/Additions	<u>3,395.0</u>	<u>4,967.8</u>	<u>9,039.9</u>	<u>7,518.4</u>	<u>7,283.3</u>
Total Residential	\$128,574.9	\$174,827.9	\$271,809.3	\$255,691.4	\$381,552.0
 New Commercial	 \$26,058.9	 \$19,546.6	 \$36,704.0	 \$27,783.7	 \$81,544.8
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	2,627.4	10,935.1	9,340.5	18,126.2	8,356.1
Com. Alterations/Additions	<u>45,489.0</u>	<u>62,138.9</u>	<u>42,754.7</u>	<u>32,621.0</u>	<u>51,836.3</u>
Total Nonresidential	\$74,175.3	\$92,620.6	\$88,799.2	\$78,530.9	\$141,737.2
 <u>New Dwelling Units</u>					
Single-Family	528	644	927	862	1,201
Multiple Family	<u>224</u>	<u>0</u>	<u>0</u>	<u>58</u>	<u>486</u>
Total New Dwelling Units	752	644	927	920	1,687

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2016-17 assessment roll totaled \$66.8 billion as compared to the prior year's assessment roll of \$63.4 billion, which reflected a 5.38% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

The following table shows residential and non-residential building permits issued within the County for calendar years 2013 through 2017. Annual figures are not yet available for 2018.

BUILDING PERMIT VALUATION
County of Placer
(Valuation in Thousands of Dollars)

	2013	2014	2015	2016	2017
<u>Permit Valuation</u>					
New Single-family	\$378,286.0	\$523,638.2	\$683,806.3	\$776,410.8	\$771,800.5
New Multi-family	7,078.5	48,645.5	21,702.2	42,395.7	92,565.5
Res. Alterations/Additions	<u>50,358.2</u>	<u>59,428.5</u>	<u>82,577.5</u>	<u>79,543.6</u>	<u>89,429.2</u>
Total Residential	\$435,722.7	\$631,712.2	\$788,086.0	\$898,350.1	\$953,795.2
 New Commercial	 \$70,876.0	 \$38,343.5	 \$72,506.2	 \$84,953.2	 \$138,544.8
New Industrial	1,092.0	199.8	1,339.6	535.1	0.0
New Other	25,673.5	44,159.8	72,602.9	90,958.7	57,356.4
Com. Alterations/Additions	<u>73,037.0</u>	<u>101,977.7</u>	<u>80,457.5</u>	<u>64,524.2</u>	<u>94,058.6</u>
Total Nonresidential	\$170,678.5	\$184,680.8	\$226,906.2	\$240,971.2	\$289,959.8
 <u>New Dwelling Units</u>					
Single-Family	1,249	1,620	1,994	2,102	2,500
Multiple Family	<u>227</u>	<u>376</u>	<u>240</u>	<u>322</u>	<u>782</u>
Total New Dwelling Units	1,996	2,234	2,424	2,342	3,282

Source: Construction Industry Research Board, Building Permit Summary.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

The total taxable sales during first three quarters of calendar year 2017 in the City were reported to be \$3,425,912,498, a 6.13% increase from the total taxable sales of \$3,288,081,436 reported during the first three quarters of calendar year 2016. Annual figures for 2017 are not yet available.

TAXABLE TRANSACTIONS City of Roseville Calendar Years 2012 through 2016 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2012	3,765	\$3,332,827	4,861	\$3,772,583
2013	3,757	3,558,765	4,819	4,171,738
2014	3,699	3,607,127	4,743	4,227,788
2015	3,828	3,684,238	5,334	4,446,457
2016	3,761	3,749,782	5,293	4,425,939

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

The total taxable sales during the first three quarters of calendar year 2017 in the County were reported to be \$5,796,356,436, an 11.61% decrease over the total taxable sales of \$6,557,671,686 reported during the first three quarters of calendar year 2016. Annual figures for 2017 are not yet available.

TAXABLE TRANSACTIONS Placer County Calendar Years 2012 through 2016 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2012	8,272	\$5,613,981	11,621	\$7,065,597
2013	8,487	6,050,198	11,713	7,724,406
2014	8,520	6,296,076	11,749	8,100,167
2015	8,678	6,594,126	13,124	8,675,315
2016	8,671	6,814,515	13,227	8,920,892

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

Transportation

The transportation network in and around the City is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the City, connecting San Francisco to New York. Highway 65 runs north through the City, from I-80 to Lincoln and Marysville. Interstate 5, which is west of the City, runs north to Seattle and south to Los Angeles.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air-freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the City, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

[Closing Date]

OPINION: \$_____ City of Roseville Westbrook Community Facilities District No. 1
(Public Facilities) Special Tax Bonds Series 2019

Members of the City Council:

We have acted as bond counsel to the City of Roseville (the “City”) in connection with the issuance by the City of the \$_____ City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2019 (the “Bonds”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the “Act”) and a Fiscal Agent Agreement dated as of December 1, 2014, as supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of July 1, 2018, and Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of _____ 1, 2019 (collectively, the “Fiscal Agent Agreement”), in each case, by and between the City, on behalf of the City of Roseville Westbrook Community Facilities District No. 1, and The Bank of New York Mellon Trust Company, N.A., as fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of _____ 1, 2019, to perform the agreements on its part contained therein and in the Fiscal Agent Agreement, and to issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS

CONTINUING DISCLOSURE CERTIFICATE (City)

This CONTINUING DISCLOSURE CERTIFICATE (this “Disclosure Certificate”) dated as of _____ 1, 2019, is executed and delivered by the CITY OF ROSEVILLE (the “City”) in connection with the execution and delivery of its City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2019 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of December 1, 2014, as supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of July 1, 2018, and Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of _____ 1, 2019 (collectively, the “Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”).

The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Annual Report Date” means the date that is nine months after the end of the City’s fiscal year (currently April 1 based on the City’s fiscal year end of June 30).

“Dissemination Agent” means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2020, with the report for the 2018-19 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A to this Disclosure Certificate.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following:

(a) The City’s audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City’s audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and

the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information:

(i) Principal amount of all outstanding bonds of the District.

(ii) Balance in the improvement fund.

(iii) Balance in 2019 Reserve Account of the Reserve Fund, and statement of the Reserve Requirement for the Bonds. Statement of projected draws on the 2019 Reserve Account of the Reserve Fund, if any.

(iv) Balance in other funds and accounts held by the City or fiscal agent related to the Bonds.

(v) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within the District.

(vi) The Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent fiscal years.

(vii) Notwithstanding the June 30th reporting date for the Annual Report, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report rather than as of June 30th. Identity of each delinquent taxpayer responsible for 5 percent or more of total Special Tax levied, and the following information: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.

(viii) Most recently available total assessed value of all parcels subject to the Special Tax.

(ix) List of landowners and assessor's parcel number of parcels subject to 20 percent or more of the Special Tax levy including the following information: development status to the extent shown in City records, land use classification, assessed value (land and improvements).

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional fiscal agent or the change of name of the fiscal agent, if material.
- (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of "financial obligation," see clause (e)).

- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of “financial obligation,” see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(6) also contains the qualifier “material” with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically

required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of
City of Roseville Westbrook Community
Facilities District No. 1 (Public Facilities)

By: _____
Name:
Title:

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent

By: _____
Name:
Title:

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Roseville

Name of Bond Issue: \$_____ City of Roseville Westbrook Community Facilities
District No. 1 (Public Facilities) Special Tax Bonds Series 2019

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that the City of Roseville (the "City") on behalf of City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) has not provided an Annual Report with respect to the above-named Bonds as required by the Fiscal Agent Agreement dated as of December 1, 2014, as supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of July 1, 2018, and Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of _____, 2019 (collectively, the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent, on behalf of City of
Roseville Westbrook Community Facilities
District No. 1 (Public Facilities)

By: _____
Name:
Title:

cc: City of Roseville

**FORM OF CONTINUING DISCLOSURE CERTIFICATE
(Developer)**

THIS CONTINUING DISCLOSURE AGREEMENT (the “Disclosure Certificate”) dated as of _____ 1, 2019, is executed by Westpark S.V. 400, LLC (the “Developer”) in connection with the execution and delivery by the City of Roseville of its City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2019 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement, dated as of December 1, 2014, as supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of July 1, 2018, and Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of _____ 1, 2019 (collectively, the “Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”).

The Developer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Developer for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Affiliate” of another Person means (a) a Person directly or indirectly owning, controlling, or holding with power to vote, 5% or more of the outstanding voting securities of such other Person, (b) any Person, 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by such other Person, and (c) any Person directly or indirectly controlling, controlled by, or under common control with, such other Person. For purposes hereof, control means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person.

“Assumption Agreement” means an undertaking of a Major Owner, or an Affiliate thereof, for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner’s development and financing plans with respect to the District), whereby such Major Owner or Affiliate agrees to provide periodic reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the property in the District owned by such Major Owner and its Affiliates and, at the option of the Developer or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof.

“Dissemination Agent” means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the Developer, and which has filed with the Developer, the City and the Fiscal Agent a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“Major Owner” means, as of any Report Date, an owner of land in the District that is responsible in the aggregate for 20% or more of the Special Taxes in the District anticipated to be levied at any time during the then-current fiscal year.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” means Piper Jaffray & Co., the original Underwriter of the Bonds.

“Periodic Report” means any Periodic Report provided by the Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

“Property” means the property owned by the Developer in the District.

“Report Date” means April 1 and October 1 of any fiscal year.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Special Taxes” means the special taxes of the District levied on taxable property within the District.

Section 3. Provision of Periodic Reports.

(a) The Developer shall, or, upon written direction of the Developer the Dissemination Agent shall, not later than the Report Date, commencing October 1, 2019, file or cause to be filed with the MSRB a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Fiscal Agent (if different from the Dissemination Agent), the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Developer shall provide the Periodic Report to the Dissemination Agent (if different from the Developer). The Developer shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Developer), the Fiscal Agent (if different from the Dissemination Agent), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent, the Fiscal Agent, the Participating Underwriter and the City may conclusively rely upon such certification of the Developer and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Developer that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Developer to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Developer does not provide, or cause the Dissemination Agent to provide, a Periodic Report to the MSRB by the Report Date as required in subsection (a) above, the Dissemination Agent shall send a notice to the MSRB in substantially the form attached hereto as Exhibit A, with a copy to the Fiscal Agent (if other than the Dissemination Agent), the City and the Participating Underwriter.

(c) With respect to the Periodic Report, the Dissemination Agent shall, to the extent the Periodic Report has been furnished to it, file the Periodic Report with the MSRB and file a report with the Developer (if the Dissemination Agent is other than the Developer), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to and filed with the MSRB.

Section 4. Content of Periodic Reports. The Developer's Periodic Report shall contain or incorporate by reference the information set forth in Exhibit B relating to the Developer, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Developer or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Developer shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit B, the Developer's Periodic Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) The Developer shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Developer and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Developer that is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property on or prior to the delinquency date;

(iii) filing of a lawsuit of which the Developer is aware against the Developer or an Affiliate seeking damages, which is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Developer on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Developer shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the Fiscal Agent, the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Developer's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds, or

(ii) at such time as property owned by the Developer is no longer responsible for payment of 20% or more of the Special Taxes, or

(iii) the date on which the Developer prepays in full all of the Special Taxes attributable to the Property, or

(iv) the date on which (A) the Developer has completed construction of all buildings to be constructed within property it owns in the District and (B) each such building constructed by the Developer and intended for lease by the Developer has been, since completion of construction, at least 80% occupied at one time or another.

The Developer shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property owned by the Developer, or any Affiliate of the Developer, is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Developer hereunder with respect to the property in the District owned by such Major Owner and its Affiliates may be assumed by such Major Owner or by an Affiliate thereof, and if so assumed the Developer's obligations hereunder with respect to such portion of the Property will be terminated. In order to effect such an assumption, such Major Owner or Affiliate shall enter into an Assumption Agreement in form and substance reasonably satisfactory to the City and the Participating Underwriter. If not so assumed, the Developer shall report the information, as applicable to the transferee, required herein so long as the transferee is a Major Owner.

Section 7. Dissemination Agent. The Developer may, from time to time, appoint or engage a Dissemination Agent to assist the Developer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the Developer. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Developer and the Participating Underwriter.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Developer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement, with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Developer chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Developer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Developer to comply with any provision of this Disclosure Certificate, the Fiscal Agent shall (upon written direction and only to the extent indemnified to its satisfaction from any liability, cost or expense, including fees and expenses of its attorneys), and the Participating Underwriter and any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Developer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole and exclusive remedy under this Disclosure Certificate in the event of any failure of the Developer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an "Indemnified Party"), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding loss, liabilities, costs and expenses due to an Indemnified Party's negligence or willful misconduct or failure to perform its duties hereunder. The Dissemination Agent shall be paid compensation for its services provided hereunder in accordance with its schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties

hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Developer, the Fiscal Agent, the Bond owners, or any other party. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given as follows:

To the Developer	Westpark S.V. 400, LLC Attn: John Tallman and Ryan O'Keefe 1420 Rocky Ridge Drive, Suite 265 Roseville, CA 95661
To the Dissemination Agent:	Willdan Financial Services 27368 Via Industria, Suite 200 Temecula, CA 92590
To the Issuer/City:	City of Roseville 311 Vernon Street Roseville, CA 95678 Attn: CFD Administrator
To the Fiscal Agent:	The Bank of New York Mellon Trust Company, N.A. 400 South Hope Street, Suite 400 Los Angeles, CA 90071 Attn: Corporate Trust
To the Participating Underwriter:	Piper Jaffray & Co. Attn:

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Developer (its successors and assigns), the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Developer hereunder shall be assumed by any legal successor to the obligations of the Developer as a result of a sale, merger, consolidation or other reorganization.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Developer has executed this Disclosure Certificate as of the date first above written.

Westpark S.V. 400, LLC, a California limited liability company

By: _____

Name:

Title:

ACCEPTED by DISSEMINATION AGENT:

Willdan Financial Services,
as Dissemination Agent

By: _____

Name:

Title:

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE PERIODIC REPORT

Name of Issuer: City of Roseville

Name of Bond Issue: \$_____ City of Roseville, Westbrook Community Facilities
District No. 1 (Public Facilities), Special Tax Bonds, Series 2019

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that Westpark S.V. 400, LLC (the "Major Owner") has not provided a Periodic Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate of the Developer dated as of the date of issuance of such Bonds. The Developer anticipates that the Periodic Report will be filed by _____.

Dated: _____

_____,
Dissemination Agent

By: _____

Its: _____

cc: Developer

EXHIBIT B
PERIODIC REPORT

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (the "Disclosure Certificate") dated _____, 2019 executed by the undersigned (the "Developer") in connection with the issuance of the above-captioned bonds by the City of Roseville (the "City") with respect to its City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the "District").

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the date of this Periodic Report).

A. Property currently owned by the Developer in the District (the "Property"):

Development name: _____

Number of lots (acreage): _____

B. Status of land development or construction activities:

C. Status of building permits and any significant amendments to land use or development entitlements:

D. Aggregate property sold, optioned or leased by the Developer to end users or merchant builders:

Since the Date of Issuance <u>of the Bonds</u>		Since the Last Periodic <u>Report</u>	
Acres*	_____	Acres*	_____
Lots	_____	Lots	_____
Bldg. Sq. Ft.	_____	Bldg. Sq. Ft.	_____

* For bulk land sales only (excluding sales of finished lots or completed buildings).

E. Status of any land purchase contracts with regard to the Property, whether acquisition of land in the District by the Developer or sales of land in the District to other property

owners, distinguishing between (i) end users (e.g., condominiums), (ii) developers and (iii) merchant builders.

F. With respect to occupied buildings owned and leased by Developer, (i) occupancy percentage and (ii) a rent roll consisting solely of (A) term of lease and (B) number of square feet subject to the lease.

II. Legal and Financial Status of Developer

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any change in the legal structure of the Developer or the financial condition and financing plan of the Developer that would materially and adversely interfere with its ability to complete its development plan described in the Official Statement.

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan described in the Official Statement.

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Developer or the Property contained in the Official Statement under the heading "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" that would materially and adversely interfere with the Developer's ability to develop and sell the Property as described in the Official Statement.

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Certification

The undersigned Developer hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Developer under the Disclosure Certificate.

ANY STATEMENTS REGARDING THE DEVELOPER, THE DEVELOPMENT OF THE PROPERTY, THE DEVELOPER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE DEVELOPER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE DEVELOPER. THE DEVELOPER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE DEVELOPER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated: _____

Westpark S.V. 400 LLC

By: _____

APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the 2019 Bonds, payment of principal, interest and other payments on the 2019 Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the fiscal agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

§ _____
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2019

BOND PURCHASE AGREEMENT

_____, 2019

City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
311 Vernon Street
Roseville, California 95678

Ladies and Gentlemen:

The undersigned, Piper Jaffray & Co., as underwriter (the “**Underwriter**”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this “**Purchase Agreement**”) with the City of Roseville (the “**City**”) for its Westbrook Community Facilities District No. 1 (Public Facilities) (the “**Community Facilities District**”), which upon acceptance will be binding upon the Underwriter and the City. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the City satisfying all of the obligations imposed upon it under this Purchase Agreement. This offer is made subject to the City’s acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 11:59 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of _____ 1, 2019 which supplements a Fiscal Agent Agreement, dated as of December 1, 2014, as previously supplemented by a Supplemental Agreement No. 1, dated as of July 1, 2018 (together, the “**Fiscal Agent Agreement**”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “**Fiscal Agent**”).

1. Purchase, Sale and Delivery of the Bonds.

A. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein: the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter all (but not less than all) of the \$ _____ aggregate principal amount of the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019 (the “**Bonds**”), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Appendix A hereto.

B. The purchase price for the Bonds shall be \$ _____ (being 100% of the aggregate principal amount thereof, plus net original issue premium of \$ _____, less an Underwriter’s discount of \$ _____).

The Underwriter agrees to make a bona fide initial public offering of all of the Bonds in compliance with federal and state securities laws, at a price not in excess of the initial offering prices (or yields) set forth in Appendix A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the offering of the Bonds, without any requirement of prior notice, provided that the Underwriter shall not change the interest rates set forth in Appendix A. The Bonds may be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Special Taxes and certain other amounts as provided in the Fiscal Agent Agreement, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “**Community Facilities District Act**” or the “**Act**”). The issuance of the Bonds has been duly authorized by the City pursuant to a resolution (the “**Resolution**”), adopted by its City Council (the “**City Council**”) on behalf of the Community Facilities District, on _____, 2019.

The proceeds of the Bonds shall be used to (i) construct and acquire certain public facilities of benefit to the Community Facilities District, (ii) provide for a deposit to a debt service reserve account for the Bonds, [(iii) provide capitalized interest on a portion of the debt service due on the Bonds], and (iv) pay costs of issuance of the Bonds.

C. The City hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the City on behalf of itself and on behalf of the Community Facilities District herein, and the City shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the City, on behalf of itself or on behalf of the Community Facilities District, herein is incorrect in any material respect.

D. The City acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities for resale to investors in an arm’s-length commercial transaction between the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the City and the Community Facilities District; (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the City, the Community Facilities District, or any other person or entity and has not assumed any advisory or fiduciary responsibility to the City or the Community Facilities District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the Community Facilities District on other matters); (iii) the only obligations the Underwriter has to the City or the Community Facilities District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the “**MSRB**”); and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The City acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB and acknowledges that it has engaged Hilltop Securities Inc. (the “**Municipal Advisor**”), as its municipal advisor (as defined in Securities and

Exchange Commission Rule 15Ba1) and will rely solely on the Municipal Advisor for financial advice with respect to the Bonds.

E. Pursuant to the authorization of the City, the Underwriter has distributed copies of the Preliminary Official Statement dated _____, 2019, relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the “**Preliminary Official Statement**.” By its acceptance of this Purchase Agreement, the City hereby consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement, and the City agrees to execute a final official statement relating to the Bonds (the “**Official Statement**”) which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Jones Hall, a Professional Corporation, Bond Counsel and Disclosure Counsel (herein called “**Bond Counsel**”), and the Underwriter, and to provide copies thereof to the Underwriter as set forth in Section 2(S) hereof. The City hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The City further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the City or the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement. The Preliminary Official Statement and/or the Official Statement may be delivered and printed in a “designated electronic format” as defined in the MSRB’s Rule G-32 and as may be agreed to by the City and the Underwriter. The City confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the most recent Preliminary Official Statement sent to a potential purchaser shall be sent by first class mail or electronically (or other equally prompt means) not later than the first business day following the day upon which each such request is received.

F. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the “**Rule**”), the City will undertake pursuant to the City Continuing Disclosure Certificate, in the form attached as an appendix to the Official Statement (the “**City Continuing Disclosure Certificate**”), to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

G. Except as the Underwriter and the City may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned; and the City will deliver to the Underwriter through The Depository Trust Company’s (“**DTC**”) FAST delivery system, the Bonds, in definitive form (all Bonds bearing CUSIP® numbers printed thereon), duly executed by the City and authenticated by the Fiscal Agent in the manner provided for in the Fiscal Agent Agreement and the Community Facilities District Act at 8:00 a.m. California time, on _____, 2019 (the “**Closing Date**”), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (A) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the “**Closing**”). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds, and the specimen Bonds will be made available for checking by the Underwriter not less than 5 days prior to the Closing.

H. Except as the City and the Underwriter may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned on the Closing Date.

2. Representations, Warranties and Covenants of the Community Facilities District. The City represents, warrants and covenants to the Underwriter, on behalf of itself and the Communities Facilities District, as the case may be, that:

A. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California (the “**State**”), and has duly authorized the formation of the Community Facilities District pursuant to resolutions duly adopted by the City Council (the “**Community Facilities District Formation Resolution**” and, together with the Resolution, the “**Community Facilities District Resolutions**”) and the Act. The City Council, as the legislative body of the Community Facilities District, has duly adopted the Community Facilities District Formation Resolution, has duly adopted a Resolution and Ordinance levying the Special Taxes (for all purposes herein, as such are defined in the Fiscal Agent Agreement) within the Community Facilities District (the “**Ordinance**”), and has caused to be recorded in the real property records of Placer County, a notice of special tax lien and amendments thereto (collectively, the “**Notice of Special Tax Lien**”) (the Community Facilities District Formation Resolution, the Ordinance, and the Notice of Special Tax Lien being collectively referred to herein as the “**Formation Documents**”), and the City Council has duly adopted the Resolution. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The Community Facilities District is duly organized and validly existing as a community facilities district under the laws of the State. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement and the Fiscal Agent Agreement and to carry out all transactions contemplated by each of such agreements; (ii) to enter into the City Continuing Disclosure Certificate; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Fiscal Agent Agreement, this Purchase Agreement and the Official Statement.

This Purchase Agreement, the Fiscal Agent Agreement, and the City Continuing Disclosure Certificate are collectively referred to herein as the “**City Documents**.”

B. By all necessary official action of the City, the City has duly authorized and approved the execution and delivery by the City of, and the performance by City of, the obligations on its part contained in, the City Documents and has approved the use and distribution by the Underwriter of the Preliminary Official Statement and the execution, use and distribution by the Underwriter of the Official Statement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by the parties thereto, the City Documents will constitute the legally valid and binding obligations of the City, on its own behalf and on behalf of the Communities Facilities District, enforceable upon the City and the Community Facilities District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally. To the best of the City’s knowledge, the City has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the City, and the Community Facilities District has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the Community Facilities District.

C. The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system and under the headings “THE DISTRICT – Current and Anticipated Development in the District,” as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system and under the headings “THE DISTRICT – Current and Anticipated Development in the District,” as to which no view is expressed) as of its date is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or material omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term “End of the Underwriting Period” means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the “End of the Underwriting Period.” If in the opinion of the Underwriter any such event or proceedings requires the preparation and distribution of a supplement or amendment to the Official Statement, the City shall prepare and furnish to the Underwriter, at the City’s expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a “designated electronic format” consistent with the requirements of the MSRB’s Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the City and the Underwriter as the Underwriter may reasonably request. If such amendment or supplement to the Official Statement shall be made subsequent to the Closing Date, the City also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

E. As of the time of acceptance hereof and as of the Closing Date, the City and the Community Facilities District, as applicable, have each complied, and will at the Closing Date be in compliance in all material respects, with the Formation Documents and the City Documents, and any immaterial noncompliance by the City or the Community Facilities District, if any, will not impair the ability of the City or the Community Facilities District, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of its Bonds, the City will continue to comply with the covenants of the City contained in the City Documents and it shall cause the Community Facilities District to continue to comply with the covenants of the Community Facilities District contained in the City Documents.

F. Except as described in the Preliminary Official Statement, neither the City nor the Community Facilities District is, and as of the Closing Date, neither will be, in any respect

material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound; and, to the City's knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have an adverse effect on the City's ability or the Community Facilities District's ability to perform their respective obligations under the City Documents; and as of such times, except as disclosed in the Official Statement, the authorization, execution and delivery of the City Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District of their respective obligations under the City Documents or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement. The City has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Community Facilities District of the Special Taxes (as defined in the Fiscal Agent Agreement) and other moneys pledged to the payment of the principal of and interest on the Bonds under the Fiscal Agent Agreement.

G. Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City or the Community Facilities District of their respective obligations under the City Documents, and the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

H. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "**Action**") pending (notice of which has been served on the City or the Community Facilities District) or to the best knowledge of the City or the Community Facilities District threatened, in which any such Action: (i) in any way questions the powers of the City Council or the existence of the Community Facilities District or the titles of the officers of the City and/or the Community Facilities District to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Taxes or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City or the Community Facilities District contemplated thereby; (iii) contests the exclusion of interest on the Bonds from federal or State income taxation or contests the powers of the City or the Community Facilities District which may result in any material adverse change relating to the financial condition of the City or the Community Facilities District; (iv) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or

condition of the City or the Community Facilities District or would result in any material adverse change in the ability of the City to pledge or apply the Special Taxes or to pay debt service on the Bonds; or (v) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no known basis for any Action of the nature described in clauses (i) through (v) of this sentence.

I. The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter and at the expense of the Underwriter as the Underwriter may reasonably request in order: (i) to qualify the Bonds for offer and sale under the “blue sky” or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds, provided; however, that the City will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

J. The City Documents conform as to form and tenor to the descriptions thereof contained in the Preliminary Official Statement. The City represents that the Bonds, when issued, executed and delivered in accordance with the Fiscal Agent Agreement and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City, entitled to the benefits of the Fiscal Agent Agreement. The City and the Community Facilities District will each comply with the covenant in the Fiscal Agent Agreement to cause the Special Taxes to be levied and collected at the same time and in the same manner as ordinary *ad valorem* property taxes. The Fiscal Agent Agreement creates a valid pledge of, first lien upon and security interest in, the Special Taxes, and in the moneys in the Special Tax Fund established pursuant to the Fiscal Agent Agreement, on the terms and conditions set forth in the Fiscal Agent Agreement. The Fiscal Agent Agreement creates a valid pledge of the moneys in certain funds and accounts established pursuant to the Fiscal Agent Agreement, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

K. Except as disclosed in the Preliminary Official Statement, there are, to the best of the City’s knowledge, no entities with outstanding assessment liens against any of the properties within the Community Facilities District which are senior to or on a parity with the Special Taxes.

L. The issuance and sale of the Bonds is not subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof.

M. The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from State of California personal income tax, of the interest on the Bonds. The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is a bond issuer whose arbitrage certifications may not be relied upon.

N. Any certificate signed on behalf of the Community Facilities District by any officer or employee of the City authorized to do so and delivered to the Underwriter in connection with the issuance and sale of the Bonds shall be deemed to be a representation and covenant by the Community Facilities District to the Underwriter as to the statements made therein.

O. The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement.

P. At or prior to the Closing, the City will have duly authorized, executed and delivered the City Continuing Disclosure Certificate. Based on a review of previous undertakings, the Preliminary Official Statement and the Official Statement describe the instances in which the City has failed to comply with any previous undertakings with regard to the Rule to provide annual reports or notices of enumerated events in the last five years.

Q. Between the date of this Purchase Agreement and the date of Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter and the City shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Special Taxes or other assets, properties, funds or interests that will be pledged as security for the Bonds pursuant to the City Documents.

R. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the City will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Fiscal Agent Agreement.

S. The Preliminary Official Statement was deemed final by a duly authorized officer of the City prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the City shall cause a final electronic and/or printed form of the Official Statement as set forth in Section 1 above to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

T. The City hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel and the Underwriter from time to time prior to the Closing Date.

U. The issuance of the Bonds complies with the City's "Local Agency Goals and Policies for Community Facilities Districts," pursuant to Section 53312.7 of the Act except that the City waives the restriction that no more than 5% of the parcels in the Community Facilities District subject to the Special Taxes shall be below a value to lien ratio of 3:1.

V. The City hereby ratifies any prior use of and authorizes the future use by the Underwriter, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement and all information contained herein, and

all other documents, certificates and written statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

The execution and delivery of this Purchase Agreement by the City shall constitute a representation by the City to the Underwriter that the representations and warranties contained in this Section 2 with respect to the City and the Community Facilities District are true as of the date hereof.

3. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the City and the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City and the Community Facilities District of their obligations to be performed hereunder at or prior to the Closing Date and, to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions, the Formation Documents, and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as was described in the Preliminary Official Statement, neither the City nor the Community Facilities District shall be, in any respect material to the Bonds, the City Documents or the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, and the performance by the City or the Community Facilities District, respectively, of its obligations under the Bonds, the City Documents, the Community Facilities District Resolutions, this Purchase Agreement and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America or of any department, division, agency or instrumentality of either thereof or under any applicable court or administrative decree or order or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District, respectively, of its obligations under the City Documents, the Bonds or the Community Facilities District Resolutions.

C. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

D. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Agreement by written notice to the City if, between the date of this Purchase Agreement and the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "**Termination Event**"):

1. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the cover page of the Official Statement, of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

a. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or the legislature of the State or recommended to the Congress by the President of the United States of America or a member of the President's Cabinet, the Department of the Treasury, the Internal Revenue Service or any member of Congress or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other federal or State authority with appropriate jurisdiction, with the purpose or effect, directly or indirectly, of imposing federal or State income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

b. Legislation introduced in or enacted (or resolution passed) by the Congress, or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States of America or a member of the President's Cabinet, or an order, decree, injunction or decision issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, the Resolution or the City Documents, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities laws as amended and then in effect;

c. A general suspension of trading in securities on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

d. There shall have occurred, (1) any material outbreak or escalation of hostilities or the declaration by the United States of America of a national emergency or

war, (2) any other calamity or crisis in the financial markets of the United States of America or elsewhere, (3) the sovereign debt rating of the United States of America is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (4) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States of America or any city, county or other political subdivision located in the United States of America having a population of over 500,000;

e. Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or the Community Facilities District shall have occurred;

2. The introduction, proposal or enactment of any amendment to the federal or California Constitution or any action by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the Community Facilities District, their property, income, securities (or interest thereon), the validity or enforceability of Special Taxes;

3. Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue or incorrect in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

4. A general banking moratorium shall have been declared by federal, State of New York or State of California officials authorized to do so or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

5. Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation in interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the Comptroller of the Currency, the Securities and Exchange Commission or any other federal or State agency or the Congress of the United States of America, or by Executive Order;

6. A decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Trust Indenture Act of 1939;

7. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against the City or the Community Facilities District.

8. The commencement of an Action described in Section 2(H).

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the City, the Community Facilities District, and the Underwriter under this Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in Section 6 below.

E. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. Official Statement. The Official Statement and each supplement or amendment, if any thereto, executed by an authorized officer of the City;

2. Fiscal Agent Agreement. The Fiscal Agent Agreement, duly executed and delivered by the City and the Fiscal Agent;

3. Resolutions. Certifications by the City Clerk with respect to each resolution and ordinance of the City Council, for the City or as the legislative body of the Community Facilities District, relating to the City Documents, the transactions contemplated thereby, formation of the Community Facilities District and issuance of the Bonds;

4. City Continuing Disclosure Certificate. The City Continuing Disclosure Certificate executed and delivered by the City;

5. Bond Counsel Opinion. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the City and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State, in substantially the form included as Appendix D to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

6. Supplemental Opinion. A supplemental opinion or opinions, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that:

(i) this Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding agreement of the City and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(iii) the information contained in the Official Statement on the cover and under the captions "THE BONDS" (other than by reference Appendix G – THE BOOK ENTRY SYSTEM), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "LEGAL

OPINION,” “TAX MATTERS” and in Appendices D and F to the Official Statement (excluding any financial, statistical and economic data, forecasts, numbers, charts, graphs, estimates, projections, and assumptions and any information regarding The Depository Trust Company and the book-entry system as to which Bond Counsel need express no opinion or view, and further, excluding any material that may be treated as included under such captions by cross-reference), are accurate insofar as such statements purport to summarize certain provisions of the Bonds, the Fiscal Agent Agreement, Bond Counsel’s final approving opinion and the Community Facilities District Act; and

(iv) the Community Facilities District has been duly formed, and the Special Taxes have been duly and validly levied in accordance with the provisions of the Act and, except to the extent prohibited by moratorium, bankruptcy, reorganization, fraudulent conveyance or transfer, insolvency or other similar laws affecting creditors’ rights generally, a lien to secure payment of the Special Taxes has been imposed on taxable property in the Community Facilities District;

7. City Attorney Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney to the City and counsel to the Community Facilities District, substantially in the form of Appendix B hereto;

8. Closing Certificate of the City. A certificate, dated the Closing Date, and signed by an authorized officer of the City substantially in the form of Appendix C hereto, together with such additional certifications as Bond Counsel may require;

9. Bank Incumbency Certificate. Certified copies of the general resolution of the Fiscal Agent authorizing the execution and delivery of certain documents by certain officers of the Fiscal Agent, which resolution authorizes the execution of the Fiscal Agent Agreement and the authentication of the Bonds;

10. Fiscal Agent’s Certificate. A certificate of the Fiscal Agent, dated the Closing Date, in form and substance acceptable to the Underwriter and its counsel, substantially in the form of Appendix D hereto;

11. Fiscal Agent’s Counsel Opinion. An opinion of counsel to the Fiscal Agent, dated the Closing Date, addressed to the Underwriter and the City, substantially in the form of Appendix E hereto;

12. Disclosure Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter and to the City, of Jones Hall, a Professional Corporation, as disclosure counsel (“**Disclosure Counsel**”), in form and substance acceptable to the Underwriter;

13. Opinion of Underwriter’s Counsel. An opinion of Kutak Rock LLP, counsel to the Underwriter, dated the date of the Closing, addressed to the Underwriter, in form and substance acceptable to the Underwriter;

14. Special Tax Consultant Certificate. A certificate, dated the Closing Date from Willdan Financial Services substantially in the form attached as Appendix F hereto;

15. Transcript. A transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Bonds, including certified copies of the Fiscal Agent Agreement and all resolutions of the City and the Community Facilities District relating thereto;

16. Nonarbitrage Certificate. A certificate of the City, dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

17. Specimen Bonds. Copies of the Specimen Bonds;

18. Issue Price Certificate. An issue price certificate of the Underwriter in the form attached as Appendix K hereto;

19. Certificate of Underwriter. A certificate from the Underwriter to the City, in form satisfactory to the City and signed by an authorized officer of the Underwriter, accepting delivery of the Bonds to the Underwriter and receipt of all documents required by the Underwriter, and the satisfaction or waiver of all conditions and terms of this Purchase Agreement by the City, and confirming to the City that as of the Closing Date, all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects;

20. Form 8038-G. An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the City, together with evidence that such Form 8038-G has been mailed;

21. CDIAC Statements. Copies of filings with the California Debt and Investment Advisory Commission relating to the issuance of the Bonds;

22. Letter of Representations. A copy of the Blanket Letter of Representations to DTC relating to the Bonds signed by the City;

23. Certificate Regarding Preliminary Official Statement. Prior to and in connection with printing and distribution of the Preliminary Official Statement, (i) an executed certificate of the City, and (ii) an executed certificate of Westpark S.V. 400, LLC (“**Westpark**” or the “**Property Owner**”) in the form under Appendix G hereto.

24. Property Owner Continuing Disclosure Certificate. An executed copy of the Property Owner Continuing Disclosure Certificate from Westpark in the form included as an appendix to the Official Statement.

25. Property Owner Bring-Down Certificate. An executed bring-down certificate from Westpark, dated as of the Closing Date, in forms and substance as set forth in Appendix H hereto.

26. Property Owner Counsel Opinion. The opinion of counsel to Westpark in the form attached under Appendix I hereto, addressed to the City and the Underwriter.

27. Appraiser Closing Certificate. A certificate in form and substance as set forth in Appendix J hereto of Integra Realty Resources, the appraiser of the property within the Community Facilities District, dated as of the Closing Date.

28. Additional Bonds Certificate. A certificate in form and substance acceptable to Bond Counsel and Underwriter of Willdan Financial Services, Inc., dated as of the

Closing Date, showing that the requirements of subsection (vi) of Section 5.17(a) of the Fiscal Agent Agreement are satisfied.

29. Additional Bonds Opinion. An opinion or opinions, dated the Closing Date and addressed to the City, Trustee and Underwriter, of Bond Counsel, meeting the requirements set forth in Section 5.17(b)(v) and Section 8.08 of the Fiscal Agent Agreement.

30. Additional Documents. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the Community Facilities District in connection with the transactions contemplated hereby and by the Fiscal Agent Agreement and the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the City nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the City set forth in Section 6 hereof shall continue in full force and effect.

4. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the City that, as of the date hereof and as of the date of the Closing:

A. The Underwriter is duly authorized to execute and deliver this Purchase Agreement and to take any action under the Purchase Agreement required to be taken by it.

B. The Underwriter is in compliance with MSRB Rule G-37 with respect to the City and the Community Facilities District, and is not prohibited thereby from acting as underwriter with respect to securities of the City and the Community Facilities District. The Underwriter is in compliance with MSRB Rule G-17 with respect to the City and the Community Facilities District.

C. The Underwriter has, and has had, no financial advisory relationship with the City or the Community Facilities District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship, within the meaning of California Government Code Section 53590, or otherwise.

D. The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm or person (including, but not limited to, the City's financial consultants, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

E. The Underwriter has reasonably determined that the City's undertaking in the City Continuing Disclosure Certificate to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with the Rule.

5. Establishment of Issue Price.

A. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix K, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

B. Except as otherwise set forth in Appendix A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- a. the close of the fifth (5th) business day after the sale date; or
- b. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

D. The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

E. The City acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges

that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

a. “public” means any person other than an underwriter or a related party;

b. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

c. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. “sale date” means the date of execution of this Purchase Agreement by all parties.

6. Expenses.

A. Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, it shall be under no obligation to pay, and the City shall pay out of the proceeds of the Bonds or any other legally available funds of the City, all expenses incidental to the performance of the City’s obligations hereunder, including but not limited to the cost of printing and delivering the Bonds to the Underwriter; the costs of printing and shipping the Preliminary Official Statement and the Official Statement; the fees and disbursements of the City, the Community Facilities District, the Fiscal Agent, Bond Counsel, Disclosure Counsel, accountants and any other experts or consultants retained by the City or the Community Facilities District in connection with the issuance and sale of the Bonds; and any other expenses not specifically enumerated in paragraph (B) of this Section incurred in connection with the issuance and sale of the Bonds.

B. Whether or not the Bonds are delivered to the Underwriter as set forth herein, the City shall be under no obligation to pay, and the Underwriter shall be responsible for and pay, CUSIP® and CDIAC fees and expenses to qualify the Bonds for sale under any “blue sky” laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (A) of this Section, including the fees and disbursements of its counsel.

7. Undertakings of the City. The City agrees: (a) to inform the Underwriter, from time to time, upon the reasonable request of the Underwriter, of the amount then on deposit in the Reserve Fund and all accounts thereunder; and (b) to make available to the Underwriter, upon reasonable request of the Underwriter, at the expense of the City, sufficient copies of its audited financial statements, if any, and any resolutions of its legislative body with respect to the Community Facilities District Resolutions, the Bonds, the Fiscal Agent Agreement, the Official Statement, any amendments or supplements thereto, and other documents relating to the Bonds and pertaining to the City or the Community Facilities District adopted or executed, as the case may be, after the Closing Date, to the extent that such documents are publicly available.

8. Notices. Any notice of other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City of Roseville, 311 Vernon Street, Roseville, California 95678, Attention: Finance Director; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Jaffray & Co., 2321 Rosecrans Ave., Suite 3200, El Segundo, California 90245 Attention: Public Finance. All such notices, requests or other communications may be made by telephone, personal or courier delivery, registered or certified mail, facsimile transmission or electronic communication, provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender. The City and the Underwriter may, by notice given as aforesaid, specify a different address for any such notices, requests or other communications.

9. Parties In Interest. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. The City and the Underwriter may not assign this Agreement. The term “successor” shall not include any holder of any Bonds merely by virtue of such holding.

10. Survival of Representations and Warranties. The representations and warranties of the City under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City or the Community Facilities District and regardless of delivery of and payment for the Bonds.

11. Severability. If any provision of this Purchase Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

12. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

14. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding between the parties hereto in relation to the sale of the Bonds by the City.

15. Governing Law. This Purchase Agreement shall be governed by the laws of the State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

16. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,
PIPER JAFFRAY & CO.

By: _____
Its: Authorized Officer

The foregoing is hereby agreed to and
accepted as of the date first above written:

CITY OF ROSEVILLE

By: _____
Authorized Representative

Time of Execution: _____ p.m. California time

**[EXECUTION PAGE OF BOND PURCHASE AGREEMENT – CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)]**

APPENDIX A

\$ _____
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2019

MATURITY SCHEDULE

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The- Offering- Price Rule
2020							
2021							
2022							
2023							
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
2036							
2037							
2038							
20__ ^(T)							
20__ ^(T)							

^(T) Term Bond.

^(C) Priced to optional call at [par] on September 1, 20__.

* At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

APPENDIX B

OPINION OF CITY ATTORNEY

_____, 2019

Piper Jaffray & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245
Attention: Public Finance

City of Roseville
Westbrook Community Facilities District No. 1
(Public Facilities)
311 Vernon Street
Roseville, California 95678

Re: City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019

Ladies and Gentlemen:

We have acted as City Attorney for the City of Roseville (the “City”) and counsel for the Westbrook Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”), in connection with the purchase and sale of the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019 (the “Bonds”). As such Counsel, we have reviewed the Bond Purchase Agreement, dated _____, 2019 (the “Purchase Agreement”), by and between Piper Jaffray & Co. (the “Underwriter”) and the City, the Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of _____, 1, 2019 which supplements a Fiscal Agent Agreement, dated as of December 1, 2014, as previously supplemented by a Supplemental Agreement No. 1, dated as of July 1, 2018 (together, the “Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”), the City Continuing Disclosure Certificate, dated _____, 2019, by and between the Fiscal Agent and the City (the “City Continuing Disclosure Certificate”), the Preliminary Official Statement, dated _____, 2019, relating to the Bonds (the “Preliminary Official Statement”), the Official Statement, dated _____, 2019, relating to the Bonds (the “Official Statement”), Resolution No. _____ adopted by the City Council of the City on _____, 2019 (“Bond Resolution”), and such other documents, certificates, records and papers as we have deemed necessary to render the below opinions.

The Bonds, Fiscal Agent Agreement, Purchase Agreement, and the City Continuing Disclosure Certificate, are collectively referred to herein as the “Bond Documents.” Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Purchase Agreement.

With your permission we have assumed, without undertaking to verify the same by independent investigation, the following: (a) the authenticity of original documents and the genuineness of all signatures (other than those of the City and the Community Facilities District); (b) the conformity to the originals of all documents submitted to us as copies; (c) the truth, accuracy, and completeness of the information, representations, and warranties contained in these documents, certificates, records and papers we have reviewed; and (d) compliance with all covenants and agreements contained in such documents.

Based on the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California;

2. The Community Facilities District is duly organized and validly existing as a community facilities district under the Constitution and laws of the State;

3. The Bond Resolution was duly adopted at a meeting of the City Council, which meeting was duly called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;

4. The preparation and distribution of the Preliminary Official Statement and the Official Statement have been duly approved by the City Council, acting for itself or as the Legislative Body of the Community Facilities District;

5. The execution and delivery by the City of the Bond Documents, and the Bonds and the performance of its obligations thereunder have been duly authorized by all requisite action of the City Council, acting for itself or as the Legislative Body of the Community Facilities District, and the Bonds and the Bond Documents have been duly executed and delivered by the Community Facilities District, and constitute legal, valid and binding obligations of the Community Facilities District enforceable against the Community Facilities District, in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

6. To the best of our knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or to the best of such counsel's knowledge, threatened in any way affecting the existence of the City or the Community Facilities District or the titles of the officers of each to their respective offices, or seeking to restrain or to enjoin the execution and delivery of the Bond Documents, or the issuance, sale or delivery of the Bonds or the application of the proceeds thereof or the collection or application of the Special Taxes, or the exclusion from gross income for State personal income taxes of interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Documents or any action of the City or the Community Facilities District contemplated by any of said documents or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers of the City or its authority with respect to the Purchase Agreement or any other applicable agreement, or any action on the part of the City or the Community Facilities District contemplated by any of said documents;

7. To the best of our knowledge, the City and the Community Facilities District are not in breach of or in default under any court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District is a party or is otherwise subject or bound, including the Bond Documents, a consequence of which could be to materially and adversely affect the ability of the City or the Community Facilities District to perform their obligations under the Bonds, the Bond Documents or which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder; and;

8. To the best of our knowledge, the adoption of the Bond Resolution and the execution and delivery of the Bonds and the Bond Documents, did not and will not conflict with or constitute a breach of or default under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of City or the Community Facilities District to perform their obligations under the Bonds or any Bond Documents.

The opinions set forth above are subject to the following additional qualifications:

General principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and limitations imposed by bankruptcy, insolvency, fraudulent conveyance, receivership, conservatorship, reorganization, arrangement, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights in general heretofore or hereafter enacted, as such laws may be applied in the event of bankruptcy, insolvency, reorganization, arrangement, receivership, conservatorship, liquidation, readjustment of debt or other similar proceedings of, or moratorium or similar occurrence affecting municipal corporations in the State.

We express no opinion as to matters governing by laws other than the laws of the State and the federal laws of the United States of America, or the enforceability of any choice of law provision in the documents described herein.

This opinion is solely for your benefit in connection with the transactions covered by the first paragraph of this letter and may not be relied upon or used by, circulated, quoted or referred to, nor may copies hereof be delivered to, any other person or for any other purpose without our prior written approval; provided, however, copies of this opinion may be included in the closing transcripts for the transactions connected with the issuance of the Bonds. We disclaim any obligation to update this opinion letter for events occurring or coming to our attention after the date hereof.

Respectfully submitted,

APPENDIX C

CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX BONDS SERIES 2019

CLOSING CERTIFICATE OF THE CITY

I, the undersigned, hereby certify that I am the _____ of the City of Roseville (the “City”), the City Council (the “City Council”) of which is the Legislative Body for Westbrook Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”), a community facilities district duly organized and existing under the laws of the State of California (the “State”) and I am authorized to execute this Certificate on behalf of the City in connection with the issuance of the above-captioned bonds (the “Bonds”). All capitalized terms herein not otherwise defined shall have the meanings given such terms in the Bond Purchase Agreement (the “Bond Purchase Agreement”), dated _____, 2019, by and between the City and Piper Jaffray & Co.

I further certify on behalf of the City that:

(i) The representations, warranties and covenants of the City contained in the Bond Purchase Agreement, made on behalf of the City and the Community Facilities District, are true and correct in all material respects on and as of the date hereof as if made on the date hereof;

(ii) The Community Facilities District Resolutions, Formation Documents and the City Documents are in full force and effect and have not been amended, modified or supplemented;

(iii) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, or by any court or regulatory agency, public board or body pending, with respect to which the City or the Community Facilities District has been served with process, or to the best knowledge of the City or the Community Facilities District, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City or the Community Facilities District, or the titles of their officers to their respective offices, (b) enjoin or restrain the issuance, sale and delivery of the Bonds, the levy or collection of the Special Taxes or any other moneys or property pledged or to be pledged under the Fiscal Agent Agreement, or the pledge thereof, (c) in any way question or affect any of the rights, powers, duties or obligations of the City or the Community Facilities District with respect to the Special Taxes or moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds, (d) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds or the proceedings relating to the issuance of the Bonds, or (e) in any way question or affect the Bond Purchase Agreement or the transactions contemplated thereby, the Official Statement or the City Documents;

(iv) The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system and under the headings “THE DISTRICT – Current and Anticipated Development in the District,” as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system and under the headings “THE DISTRICT – Current and Anticipated Development in the

District,” as to which no view is expressed) as of its date was and as of the date hereof is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(v) The City has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Bond Purchase Agreement and under the Community Facilities District Resolutions, the Formation Documents, the City Documents and the Official Statement at or prior to the date hereof;

(vi) No event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date hereof any statement or information contained in the Preliminary Official Statement or the Official Statement (other than statements pertaining to the book-entry system and under the headings “THE DISTRICT – Current and Anticipated Development in the District,” as to which no view is expressed) or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(vii) The use of and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds is hereby ratified; and

(viii) The City and the Community Facilities District are each in compliance with all covenants set forth in the Fiscal Agent Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

Dated: _____, 2019

CITY OF ROSEVILLE

By: _____

Its: _____

APPENDIX D

FISCAL AGENT'S CERTIFICATE

The undersigned is an authorized officer of The Bank of New York Mellon Trust Company, N.A. (the "Bank"), and as such, is familiar with the facts herein certified and is authorized and qualified to state and certify the following:

(i) The Bank is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to accept and perform its duties under the Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of _____ 1, 2019 which supplements a Fiscal Agent Agreement, dated as of December 1, 2014, as previously supplemented by a Supplemental Agreement No. 1, dated as of July 1, 2018 (together, the "Fiscal Agent Agreement"), by and between the City and the Bank, as Fiscal Agent. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Bond Purchase Agreement, dated _____, 2019, by and between the City and Piper Jaffray & Co.;

(ii) Pursuant to the Fiscal Agent Agreement, the Bank will apply the proceeds from the Bonds to the purposes specified in the Fiscal Agent Agreement;

(iii) The Bank is duly authorized to accept the obligations created by the Fiscal Agent Agreement and to authenticate the Bonds pursuant to the terms of the Fiscal Agent Agreement;

(iv) The Fiscal Agent Agreement has been duly authorized, executed and delivered by the Bank and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitutes a valid and binding agreement of the Bank enforceable against the Bank in accordance with its terms;

(v) The Bonds have been validly authenticated and delivered by the Bank pursuant to the Fiscal Agent Agreement;

(vi) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Bank of the other transactions contemplated to be performed by the Bank in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement;

(vii) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body that has been served on the Bank or, to the best of its knowledge, threatened in any way affecting the existence of the Bank, or seeking to restrain or to enjoin the execution and delivery of the Fiscal Agent Agreement or the authentication of the Bonds, by the Bank, or in any way contesting or affecting the validity or enforceability, as against the Bank, of the Fiscal Agent Agreement or any action of the Bank contemplated by any of said documents, or in which an adverse outcome would materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement;

(viii) The Bank is not in breach of or in default under any applicable law or administrative rule or regulation of the State of California (the “State”) or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement (*provided, however*, that the Bank does not certify as to compliance with State or federal securities laws); and

(ix) The authentication of the Bonds, and the execution and delivery of the Fiscal Agent Agreement by the Bank, and compliance with the provisions of each, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, Fiscal Agent Agreement, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement.

Dated: _____, 2019

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Fiscal Agent

By: _____
Authorized Officer

APPENDIX E
FISCAL AGENT’S COUNSEL OPINION

_____, 2019

City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Roseville, California 95678

Piper Jaffray & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245

Re: City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019

Ladies and Gentlemen:

We have acted as counsel for The Bank of New York Mellon Trust Company, N.A., a national banking association (the “Bank”) in connection with the execution by the Bank of the Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of _____ 1, 2019 which supplements a Fiscal Agent Agreement, dated as of December 1, 2014, as previously supplemented by a Supplemental Agreement No. 1, dated as of July 1, 2018 (together, the “Fiscal Agent Agreement”), by and between the City and the Bank, as Fiscal Agent. We are generally familiar with the Articles of Association and the Bylaws of the Bank and are also familiar with the corporate proceedings of the Bank with regard to its authorization, execution and delivery of the Fiscal Agent Agreement. Capitalized terms used herein shall have the respective meanings ascribed to them in the Fiscal Agent Agreement, except as otherwise defined herein.

We have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of this opinion. In such review, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with originals of all documents submitted to us as copies. Where questions of fact material to our opinions expressed below were not established independently, we have relied upon statements of officers of the Bank as contained in their certificates.

Based upon the foregoing, we are of the opinion that:

1. The Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America.
2. The Bank has all requisite corporate power, authority and legal right to execute and deliver the Fiscal Agent Agreement and to perform its duties and obligations under the Fiscal Agent Agreement, and has taken all necessary corporate action to authorize the execution and delivery thereof and the performance of its obligations thereunder, including the authentication and delivery of the Bonds in its capacity as Fiscal Agent under the Fiscal Agent Agreement.

3. The Bank has duly authorized, executed and delivered the Fiscal Agent Agreement. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Fiscal Agent Agreement is a legal, valid and binding agreement of the Bank, enforceable in accordance with its terms against the Bank.

4. To our knowledge, no authorization, approval, consent, or order of any governmental agency or regulatory authority having jurisdiction over the Bank that has not been obtained by the Bank is required for the authorization, execution and delivery by the Bank of the Fiscal Agent Agreement or the authentication and delivery of the Bonds by the Bank under the Fiscal Agent Agreement.

The opinions set forth above are subject to the following qualifications and exceptions:

(a) the opinions are subject to the effect of any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general application affecting creditors' rights; and

(b) the opinions are subject to the effect of general principles of equity, including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing, and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

Our opinions expressed above are limited to the laws of the State of California and the federal laws of the United States of America.

The foregoing opinions are being furnished to you solely for your benefit and may not be relied upon by, nor may copies be delivered to, any other person without our prior written consent.

Very truly yours,

APPENDIX F
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2019

CERTIFICATE OF SPECIAL TAX CONSULTANT

The undersigned hereby states and certifies:

1. That he/she is an authorized officer of Willdan Financial Services, Inc. (the “Special Tax Consultant”) and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Special Tax Consultant is familiar with the Rate and Method of Apportionment of Special Tax (the “Rate and Method”) as set forth in Appendix A to the Official Statement dated _____, 2019, for the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”) Special Tax Bonds, Series 2019 (the “Bonds”). Capitalized terms not otherwise defined herein shall be defined as provided in the Rate and Method or the Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of _____ 1, 2019 which supplements a Fiscal Agent Agreement, dated as of December 1, 2014, as previously supplemented by a Supplemental Agreement No. 1, dated as of July 1, 2018 (together, the “Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”).

3. That the Special Taxes, if levied in accordance with the Rate and Method and collected will annually yield sufficient revenue to make timely payments of the annual debt service on the Bonds, the 2018 Bonds and the 2014 Bonds, and projected annual Administrative Expenses related to the levy and collection of the Special Taxes and the expenses of the Fiscal Agent for the Bonds, the 2018 Bonds and the 2014 Bonds (no representation is made as to the actual amounts that will be collected in future years).

4. That the Annual Special Tax, if collected in the maximum amounts permitted pursuant to the Rate and Method on the Closing Date, would generate at least 110% of the Annual Debt Service payable with respect to the Bonds, the 2018 Bonds and 2014 Bonds payable from such Special Taxes plus estimated Administrative Expenses equal to a maximum of \$67,590 for Fiscal Year 2018-19 (subject to inflation at 2.00% for each subsequent Fiscal Year beginning with Fiscal Year 2019-20), assuming the debt service schedule shown in the Official Statement is true and correct.

5. That all information supplied by the Special Tax Consultant for use in the Official Statement is believed to be true and correct, as of the date of the Official Statement and as of the date hereof.

6. That, as of the dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, the information contained in those portions of the Official Statement entitled “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Taxes, - Special Tax Methodology and – Levy of Annual Special Tax; Maximum Special Tax,” “VALUE OF

PROPERTY WITHIN THE DISTRICT,” “APPENDIX A,” including the tables sourced to the Special Tax Consultant, and the other data provided by the Special Tax Consultant and included in the Official Statement, do not, to our knowledge, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

7. The Community Facilities District, the City, the Underwriter, and all the professionals involved in the financing are entitled to rely on this Certificate.

Dated: _____, 2019

WILLDAN FINANCIAL SERVICES

By: _____

Title: _____

APPENDIX G
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2019

CERTIFICATE OF PROPERTY OWNER

_____, 2019

The undersigned party certifies and represents that he or she is duly authorized on behalf of WESTPARK S.V. 400, LLC, a California limited liability company (“Westpark” or the “Property Owner”), to execute and deliver this certificate (this “Certificate”) in connection with the issuance, sale and delivery by City of Roseville of the Bonds captioned above (the “Bonds”).

Capitalized terms used but not defined in this Certificate have the same meaning as is set forth in the Bond Purchase Agreement with respect to the Bonds between Piper Jaffray & Co., as underwriter (the “Underwriter”), and the City.

As used in this Certificate, the term “Actual Knowledge of the Undersigned” means the knowledge that the undersigned currently has as of the date of this Certificate or has obtained through (i) interviews with such current officers and responsible employees of the Property Owner as the undersigned has reasonably determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Certificate, and/or (ii) review of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to obtain knowledge of the matters set forth in this Certificate. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Property Owner’s current business and operations.

As used in this Certificate, the term “Relevant Entity” of the Property Owner means any person presently directly or indirectly through one or more intermediaries controlling, controlled by or under common control with the Property Owner, and about whom information could be material to potential investors in their investment decision regarding the Bonds (including without limitation information relevant to the Property Owner’s proposed development of the Property (defined herein), or to the Property Owner’s ability to pay the Special Taxes due with respect to the Property prior to delinquency).

As used in this Certificate, the term “Property” means the real property currently owned by the Property Owner within the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”), as further described in the Preliminary Official Statement.

The undersigned certifies that he or she is familiar with the facts set forth in this Certificate, and further hereby certifies to the Actual Knowledge of the Undersigned as follows, as an authorized officer or representative of the Property Owner:

(1) The Property Owner has been duly organized and validly exists in good standing under the laws of the State of California and has or will have prior to the Closing, as required, all requisite limited partnership right, power and authority:

(i) to execute and deliver this Certificate;

(ii) to own, develop and sell the Property, as described in the Preliminary Official Statement;

(iii) to execute and deliver the Property Owner Continuing Disclosure Agreement at Closing;

(iv) to perform its obligations under the Property Owner Continuing Disclosure Agreement; and

(v) to carry on its business as described in the Preliminary Official Statement.

(2) The Property Owner agrees to execute at Closing the Property Owner Continuing Disclosure Agreement substantially in the form attached as an appendix to the Preliminary Official Statement, with such additional changes as may be agreed upon by the Underwriter, Bond Counsel and the Property Owner.

(3) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, neither Property Owner is aware of any material failures by it or any entity under managerial control of such Property Owner to comply in all material respects with previous continuing disclosure undertakings in a written certificate or agreement executed by it or its Relevant Entities to provide periodic continuing disclosure reports or notices of material events respecting securities offerings in California within the past five years.

(4) To the Actual Knowledge of the Undersigned, execution and delivery of the Property Owner Continuing Disclosure Agreement, and the performance by the Property Owner of its obligations under the Property Owner Continuing Disclosure Agreement, will not conflict with or constitute a breach of or default under any loans, lines of credit, agreements, or other contractual or financial obligations of the Property Owner or any applicable law, regulation, judgment or decree.

(5) To the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities is currently in material default on any loans, lines of credit, credit agreements, or other material contractual or financial obligations, or in breach of any applicable law, regulation, judgment or decree, and no event has occurred and is continuing that would constitute such a default or breach, the result of which could reasonably be expected to materially and adversely affect the ability of the Property Owner:

(i) to own, develop and sell the Property, as described in the Preliminary Official Statement;

(ii) to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency;

(iii) to carry on its business as described in the Preliminary Official Statement; and

(iv) to perform its obligations under the Property Owner Continuing Disclosure Agreement.

(6) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Property Owner, the Property Owner has not assumed any obligations under any loans, lines of credit, credit agreements, or other material contractual or financial obligations, or any applicable judgment or decree, which could reasonably be expected to materially and adversely affect the ability of the Property Owner:

(i) to own, develop and sell the Property, as described in the Preliminary Official Statement,

(ii) to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency, or

(iii) to carry on its business as described in the Preliminary Official Statement.

(7) Except as described in the Preliminary Official Statement, the Property Owner has no loans outstanding and unpaid and no lines of credit that are secured by the Property.

(8) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities is currently in default in, or, in the last five years, has ever defaulted to any material extent in, the payment of special taxes or assessments in connection with the Community Facilities District or any other community facilities districts or assessment districts in California that was not cured prior to the institution of any enforcement action with a court of law.

(9) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there is no litigation, inquiry, investigation or administrative proceeding of any nature pending against the Property Owner (with service of process to the Property Owner having been accomplished), or to the Actual Knowledge of the Undersigned, overtly threatened in writing against the Property Owner, or to the Actual Knowledge of the Undersigned, pending or overtly threatened in writing against any Relevant Entity of the Property Owner, in each case which, if successful, could reasonably be expected to:

(i) materially and adversely affect the ability of the Property Owner to own, develop and sell the Property, as described in the Preliminary Official Statement;

(ii) materially and adversely affect the ability of the Property Owner to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency;

(iii) materially and adversely affect the ability of the Property Owner to carry on its business as described in the Preliminary Official Statement;

(iv) materially adversely affect the ability of the Property Owner to perform its obligations under the Property Owner Continuing Disclosure Agreement;

(v) challenge, question the validity or enforceability of, or restrain or enjoin the performance of, the Special Taxes, the Bonds, the Resolution, the Fiscal Agent Agreement, the Property Owner Continuing Disclosure Agreement or the Bond Purchase Agreement; or

(vi) restrain or enjoin collection of Special Taxes or other sums to be pledged to pay the principal of and interest on the Bonds.

(10) Except as disclosed in the Preliminary Official Statement or in this Certificate:

(i) the Property Owner and, to the Actual Knowledge of the Undersigned, its Relevant Entities, are solvent;

(ii) to the Actual Knowledge of the Undersigned, there are no proceedings pending (with service of process to the Property Owner having been accomplished) or overtly threatened in writing in which the Property Owner or any of its Relevant Entities may be adjudicated as bankrupt, become the debtor in a bankruptcy proceeding, be discharged from any or all of its respective debts or obligations, be granted an extension of time to pay its respective debts or obligations, or be granted a reorganization or readjustment of its respective debts or obligations; and

(iii) Neither the Property Owner nor, to the Actual Knowledge of the Undersigned, any of its Relevant Entities, has filed for bankruptcy or been declared bankrupt in the last 10 years.

(11) As of the date hereof, the information in the sections of the Preliminary Official Statement entitled "THE DISTRICT," "THE IMPROVEMENTS," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," "CONTINUING DISCLOSURE" and "SPECIAL RISK FACTORS" concerning the Property Owner and its Relevant Entities, the Property, the Property Owner's development and financing plans, and the Property Owner's contractual arrangements (but excluding any information cited as coming from a source other than the Property Owner) is true and correct in all material respects, and contains no untrue statement of a material fact and does not omit any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(12) Except as disclosed in the Preliminary Official Statement, the Property Owner has not submitted an application for, nor received actual notice of,

(i) the formation or authorization of any other assessment district or community facilities district that would include any portion of the Property, or

(ii) the authorization or issuance of any debt secured by an assessment or another special tax to be levied on any portion of the Property, other than the Special Tax.

(13) Except as set forth in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there are no claims, disputes, lawsuits, actions or contingent liabilities of or against the Property Owner or its Relevant Entities, or among, by or between the Property Owner and any contractors working on the development of the Property, which could reasonably be expected to materially and adversely affect:

(i) the ability of the Property Owner to own, develop and sell the Property, as described in the Preliminary Official Statement;

(ii) the ability of the Property Owner to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency;

(iii) the ability of the Property Owner to carry on its business as described in the Preliminary Official Statement; or

(iv) the ability of the Property Owner to perform its obligations under the Property Owner Continuing Disclosure Agreement.

(14) To the Actual Knowledge of the Undersigned, all information submitted by, or on behalf of, the Property Owner to (i) the Appraiser, as such information is set forth in the Appraisal, was, at the time of submission, and, except as modified by later information submitted by such Property Owner, is, as of the date of this Certificate, true and correct in all material respects, and (ii) the City, the Community Facilities District, Bond Counsel, Disclosure Counsel, or the Underwriter in connection with the issuance of the Bonds was, at the time of submission and, except as modified by later information submitted by such Property Owner, is as of the date of this Certificate, true and correct in all material respects.

(15) The Property Owner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Property Owner will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way:

(i) seeks to challenge or overturn the formation of the Community Facilities District;

(ii) seeks to challenge the adoption of the ordinance levying Special Taxes within the Community Facilities District;

(iii) seeks to invalidate the Community Facilities District or any of the Bonds or any refunding obligations; or

(iv) seeks to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notices of special tax lien relating thereto.

The foregoing covenant shall not prevent the Property Owner in any way from bringing any other action, suit, proceeding, inquiry or investigation at law or in equity relating to the following:

(a) a claim that the Special Tax has not been levied in accordance with the Rate and Method;

(b) the application or use of the Special Taxes levied and collected; or

(c) the enforcement of the obligations of the City or the Community Facilities District under the Fiscal Agent Agreement or any agreements between the Property Owner and the City or the Community Facilities District or under which the Property Owner is a beneficiary.

(16) The Property Owner has received a copy of the Rate and Method containing the prepayment formula. The Property Owner acknowledges that any prepayment of the Special Taxes may only be made in accordance with the Rate and Method.

(17) The Property Owner shall comply with the provision of the Mello-Roos Community Facilities Act of 1982, as amended, relating to the Notice of Special Tax described in California Government Code Section 53341.5 in connection with the sale of the Property.

(18) Based upon its current development plans, including, without limitation, its current budget and subject to economic conditions and risks generally inherent in the development of real property, the Property Owner anticipates that it will have sufficient funds to (i) carry on its business as described in the Preliminary Official Statement, (ii) own, develop and sell the Property as described in the Preliminary Official Statement, and (iii) pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency.

However, no assurance can be given that sources of financing available to the Property Owner will be sufficient to complete the property development and home construction as currently anticipated and as described in the Preliminary Official Statement. While the Property Owner has made such internal financing available in the past, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither the Property Owner nor any of its Relevant Entities has any legal obligation of any kind to make any such funds available or to obtain loans. Other than pointing out the willingness of the Property Owner to provide internal financing in the past, the Property Owner has not represented in any way that it will do so in the future. If and to the extent that internal financing and home sales revenues are inadequate to pay the costs to complete the Property Owner's planned development in the Community Facilities District and other financing by the Property Owner is not put into place, there could be a shortfall in the funds required to complete the proposed development by the Property Owner and portions of the Property may not be developed.

(19) The Property Owner consents to the issuance of the Bonds. The Property Owner acknowledges and agrees that the proceeds of such Bonds will be used for the acquisition and construction of the improvements described in the Preliminary Official Statement. The Property Owner acknowledges that the costs to acquire and construct such improvements are estimates, and that any increase in costs in excess of the estimated costs relating to improvements will reduce the improvements which may be financed by the City,

and neither the City, nor the Community Facilities District has any obligation to provide moneys to pay for any such costs.

(20) During the period between the date of this Certificate and the Closing Date, if the Property Owner has actual knowledge of any event relating to or affecting the Property Owner, its Relevant Entities, or the ownership, development or sale of the Property which could cause the information under the captions of the Preliminary Official Statement indicated in Section 11 of this Certificate (and subject to the limitations and exclusions contained in Section 11 of this Certificate) to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Property Owner shall notify the City and the Underwriter and if, in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Property Owner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance satisfactory to counsel to the City and to the Underwriter.

(21) As a condition to the issuance of the Bonds, the Property Owner agrees to deliver a bring-down certificate, dated the Closing Date, in substantially the form attached as Appendix H to the Bond Purchase Agreement, to affirm and restate the Property Owner's certifications, representations and covenants made in this Certificate. If any event related to or affecting the Property Owner, its Relevant Entities or the ownership, development or sale of the Property occurs, as a result of which it is necessary to modify the bring-down certificate, the Property Owner agrees to deliver a new bring-down certificate revised to reflect such event.

(22) The Property Owner acknowledges and agrees that:

(i) in connection with the purchase and sale of the Bonds under the Bond Purchase Agreement, and with the discussions, undertakings and procedures leading up to the consummation of the purchase and sale of the Bonds under the Bond Purchase Agreement, the Underwriter is and has been acting solely as principal and is not acting as the agent or fiduciary of the Property Owner;

(iii) the Underwriter has not assumed a fiduciary responsibility in favor of the Property Owner with respect to (a) the offering of the Bonds contemplated hereby or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Property Owner on other matters), or (b) any other obligation to the Property Owner with respect to the offering contemplated by the Bond Purchase Agreement; and

(iii) the Property Owner has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering contemplated by the Bond Purchase Agreement.

On behalf of the Property Owner, I have reviewed the contents of this Certificate and the Property Owner has consulted with counsel regarding the meaning of its contents. The Property Owner acknowledges and understands that a variety of state and federal laws, including but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended, may apply to the Property Owner, and that under some circumstances certification as to the matters set forth in this Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Property Owner under such laws.

WESTPARK S.V. 400, LLC,
a California limited liability company,

By: _____

APPENDIX H

CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX BONDS SERIES 2019

BRING-DOWN CERTIFICATE OF PROPERTY OWNER

The undersigned party certifies and represents that he or she is duly authorized on behalf of WESTPARK S.V. 400, LLC, a California limited liability company (“Westpark” or the “Property Owner”), to execute and deliver this certificate (this “Certificate”) in connection with the issuance, sale and delivery by City of Roseville of the Bonds captioned above (the “Bonds”).

This Bring-Down Certificate is delivered pursuant to the Bond Purchase Agreement with respect to the Bonds dated _____, 2019, between Piper Jaffray & Co., as underwriter, and the City (the “Purchase Agreement”).

In connection with the distribution of the Preliminary Official Statement relating to the Bonds, the Property Owner executed a Certificate of Property Owner dated _____, 2019 (the “Certificate”).

Capitalized terms used but not defined in this Bring-Down Certificate have the same meanings as set forth in the Purchase Agreement and the Certificate.

The undersigned, on behalf of the Property Owner, further certifies as follows:

(1) The undersigned is familiar with the facts certified in the Certificate and this Bring-Down Certificate, and is authorized and qualified to certify the same as an authorized officer or representative of the Property Owner.

(2) The undersigned has received the final Official Statement relating to the Bonds dated _____, 2019 (the “Final Official Statement”).

(3) Each statement made in the Certificate is affirmed and restated as if made on the date hereof; provided that each statement made in the Certificate referring to the Preliminary Official Statement is affirmed as it relates to the Final Official Statement.

(4) To the Actual Knowledge of the Undersigned (as defined in the Certificate), no event has occurred since the date of the Preliminary Official Statement that has, in any material way, adversely affected the statements and information described in Paragraph 11 of the Certificate (and subject to the limitations and exclusions contained in Paragraph 11 of the Certificate) relating to the Property Owner and its Relevant Entities, the Property, the Property Owner's development and financing plans, and the Property Owner's contractual arrangements (but excluding any information cited as coming from a source other than the Property Owner), which should be disclosed in the Final Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Final Official Statement not misleading in any material respect.

(5) For a period of 90 days after the Closing Date, if the Property Owner has actual knowledge of any event relating to or affecting the Property Owner, its Relevant Entities, or the ownership development or sale of the Property which could cause the information under the captions of the Final Official Statement indicated in Paragraph 11 of the Certificate (and subject to the limitations and exclusions contained in Paragraph 11 of the Certificate) to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Property Owner shall notify the City and the Underwriter and if, in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Final Official Statement, the Property Owner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Final Official Statement in form and substance satisfactory to counsel to the City and to the Underwriter.

(6) The Property Owner has duly executed and delivered the Property Owner Continuing Disclosure Agreement, and the Property Owner Continuing Disclosure Agreement constitutes the legal, valid and binding obligation of the Property Owner, enforceable against the Property Owner in accordance with its terms, except as such enforcement is limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, and other similar laws relating to or affecting the rights of creditors and certain equitable, legal, or statutory principles affecting the enforcement of contractual rights generally, regardless of whether such enforcement is considered in a proceeding in equity or at law.

WESTPARK S.V. 400, LLC,
a California limited liability company,

By: _____

APPENDIX I

CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX BONDS SERIES 2019

FORM OF PROPERTY OWNER'S COUNSEL OPINION

_____, 2019

City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
311 Vernon Street
Roseville, California 95678

Piper Jaffray & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245

Re: City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019

Ladies and Gentlemen:

We have acted as counsel to Westpark S.V. 400, LLC ("Westpark" or the "Property Owner") in connection with the issuance and sale by City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the "District") of \$_____ City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019 (the "Bonds"). This opinion is rendered pursuant to the Bond Purchase Agreement dated _____, 2019 (the "Bond Purchase Agreement"), entered into in connection therewith. Capitalized terms used herein without definition shall have the meanings set forth in the Bond Purchase Agreement.

In rendering the opinions set forth herein, we have reviewed and examined such documents as we have determined to be appropriate, including the following documents:

- A. The Bond Purchase Agreement;
- B. The Preliminary Official Statement dated _____, 2019 and the Official Statement dated _____, 2019 (collectively, the "Official Statement") for the offer and sale of the Bonds;
- C. The Development Agreement dated June 20, 2012, including the Amendments thereto, between Property Owner and the City related to development in the Sierra Vista Specific Plan area (collectively, the "Development Agreement");

D. A litigation search of Property Owner, conducted _____, 2019 by _____, (the "Litigation Search"), but without warranty as to the completeness and accuracy thereof due to the potential for errors or inaccuracies in the data and files made available to us from the applicable courts.

E. The Property Owner Continuing Disclosure Certificate, dated _____, 2019 (the "Property Owner Continuing Disclosure Certificate") by the Property Owner and Willdan Financial Services, as dissemination agent.

F. The Funding, Construction and Acquisition Agreement dated as of December 1, 2014, including the Amendments thereto, between Property Owner and the City (together, the "Acquisition Agreement" and together with the Development Agreement and the Property Owner Continuing Disclosure Certificate, the "Property Owner Agreements");

G. The Articles of Organization of Westpark S.V. 400, LLC, dated as of _____, certified by the Secretary of State of the State of California on _____;

H. The Operating Agreement of Westpark S.V. 400, LLC, certified by the Secretary of Property Owner to be the operating agreement in effect on the date hereof;

I. Certificate of Good Standing for Westpark S.V. 400, LLC, issued by the Secretary of State of the State of California on _____; and

J. The Property Owner Closing Certificate provided by Property Owner to the City and Underwriter pursuant to Section 3 of the Bond Purchase Agreement.

With respect to factual matters underlying our opinions herein, we have made no independent investigation or inquiry and have relied solely upon the Property Owner Closing Certificate. We advise you that the phrase "to our knowledge," as used herein, means that no facts have come to our attention, based upon an inquiry of attorneys in this firm who devote substantive legal attention to Property Owner, or as a result of our examination of the Property Owner Closing Certificate, that indicate to us anything contrary to the statement to which the phrase relates. Except as expressly set forth above, the phrase does not mean that we have conducted any investigation or inquiry or performed any other examination, or review. We have no reason to believe that any factual matters or assumptions relied upon by us are not true, correct and complete.

Our opinions herein are limited to the internal laws of the State of California and the federal laws of the United States of America. We express no opinion whatsoever with respect to the laws of any other jurisdiction and assume no responsibility for the applicability of such laws. In rendering our opinions herein, we have assumed the following, with your approval:

(i) The genuineness and authenticity of all signatures on original documents submitted to us (other than any signatures on behalf of Property Owner); the authenticity and completeness of all documents submitted to us as originals; the conformity to originals of all documents submitted to us as copies; where any signature, other than any signature on behalf of Property Owner purports to have been made in a corporate, governmental, fiduciary or other capacity, the person who affixed such signature had the full power and authority to do so;

(ii) The due authorization, execution and delivery of the applicable agreements by the parties thereto, other than the Property Owner, and the legality, validity, binding effect and enforceability against such parties of their respective obligations under such agreements;

(iii) The truth, accuracy and completeness of all factual representations and warranties of all parties under the documents described in paragraphs A through J, above; and

(iv) The constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue unless a reported decision in the State of California has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity.

Based upon the foregoing and in reliance thereon, and based on our examination of such questions of law as we have deemed appropriate under the circumstances, and subject to any further assumptions, comments, exceptions, qualifications and limitations set forth below, as of the date hereof, it is our opinion that:

1. Each entity of the Property Owner is a limited liability company duly incorporated and validly existing in the State of California and in good standing under the laws of the State of California. Each entity of the Property Owner is qualified to do business in the State of California.

2. The Property Owner Agreements have been duly authorized, executed and delivered by Property Owner, and constitute legal, valid and binding obligations of the Property Owner, enforceable against the Property Owner in accordance with their respective terms.

3. The execution and delivery by Property Owner of the Property Owner Agreements and the performance of its obligations thereunder will not conflict with or result in a violation of, or breach of or a default under, as applicable (a) the Articles of Incorporation or Bylaws of Property Owner, (b) to our knowledge, any indenture, mortgage, deed of trust, lease, note, commitment, agreement or other instrument to which Property Owner is a party, or by which Property Owner or its property is bound or (c) to our knowledge, of any order, rule or regulation of any court or other governmental body having jurisdiction over Property Owner, the conflict, violation or breach of which, in the case of clauses (b) or (c) would have a material adverse effect on Property Owner or the development, use, occupancy or operation of the Development or any material portion thereof.

4. To our knowledge, and otherwise based solely upon a review of the Litigation Search, there are no actions, suits or proceedings pending or threatened against Property Owner which, if determined adversely, would have a material adverse effect (a) on the ability of Property Owner to perform its obligations under the Property Owner Agreements or (b) on the development, construction, use, occupancy or operation of the Development or a material portion thereof.

5. To our knowledge, the environmental review pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000 et seq.) for the Sierra Vista Specific Plan for the property within the District and the Property Owner Agreements have been completed and the Notices of Determination with respect to such approvals (except for amendments to the Development Agreement and the Acquisition Agreement) have been filed and posted by the City in accordance with the requirements of the California Environmental Quality Act.

6. Without having undertaken to independently determine the accuracy, completeness or fairness of the discussion contained in the Official Statement under the captions "THE DISTRICT," "THE IMPROVEMENTS," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," "CONTINUING DISCLOSURE," and "SPECIAL RISK FACTORS" nothing has come to our attention which would lead us to believe that such discussion contains any untrue statements of a material fact or omits to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

In addition, all of our opinions expressed hereinabove are specifically subject to and limited by the following:

(a) The effect of laws or court decisions relating to bankruptcy, insolvency, fraudulent conveyance, equitable subordination, reorganization, arrangement, moratorium or other laws or court decisions relating to or affecting creditors' rights generally.

(b) Limitations imposed by California or federal law or equitable principles upon the availability of the remedy of specific performance of any of the remedies, covenants or other provisions of any document or agreement and upon the availability of injunctive relief or other equitable remedies.

In addition, we express no opinion as to the title of the property within the District or any entitlements, permits, approvals or other assets relating to the Development.

This letter is intended solely for your use in accordance with the Bond Purchase Agreement and may not be reproduced or filed publicly or relied upon for any other purpose by you or for any purpose whatsoever by any other party without the express written consent of the undersigned except that this Opinion may be copied and distributed as part of a closing book of the bond transaction documents, provided that such distribution shall not expand in any way the permitted uses of this letter. We assume no responsibility for the effect of any fact or circumstance occurring subsequent to the date of this letter, including without limitation, legislative or other changes in the law. Further, we assume no responsibility to advise you of any facts or circumstances of which we become aware after the date hereof, regardless of whether or not they may affect our opinions herein. This opinion is given as of the date hereof and we assume no obligation to update our opinions herein after the date hereof.

Very truly yours,

APPENDIX J

**CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2019**

CERTIFICATE OF APPRAISER

Integra Realty Resources (the “Appraiser”), Sacramento, California prepared an appraisal of the properties within the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”) dated _____, 2019 (the “Appraisal”). The Appraisal is described and summarized in the Preliminary Official Statement dated _____, 2019 (the “Preliminary Official Statement”) and the Official Statement dated _____, 2019 (the “Official Statement”), including as Appendix B thereto, relating to the bonds captioned above.

The Appraiser hereby certifies that, to the best of his knowledge and belief, all information with respect to the Appraisal in the Preliminary Official Statement and in the Official Statement was true and correct as of the date of the Appraisal and that the Appraiser is aware that acts and events may have occurred since the date of the Appraisal which could result in both positive and negative effects on market value; however, an updated Appraisal has not been completed as of this date.

The Appraiser hereby consents to the use of the Appraisal in connection with the distribution and use of the Preliminary Official Statement and Official Statement.

Dated: _____, 2019

INTEGRA REALTY RESOURCES

By:_____

APPENDIX K

CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX BONDS SERIES 2019

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Jaffray & Co. ("Piper") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Piper offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, Piper has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Piper has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means City of Roseville.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2019.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificates as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: _____, 2019

PIPER JAFFRAY & CO.

By: _____

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

**SECOND AMENDMENT TO
FUNDING, CONSTRUCTION AND ACQUISITION AGREEMENT**

**CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1**

This Second Amendment to Funding, Construction and Acquisition Agreement (this "Second Amendment") is entered into as of the ____ day of ____ 2019, by and among the CITY OF ROSEVILLE, a California charter city and municipal corporation (the "City"), WP DEVELOPMENT COMPANY, LLC, a California limited liability company, and WESTPARK S.V. 400, LLC, a California limited liability company (collectively, the "Owner").

WHEREAS, the City previously issued for and on behalf of the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the "District"), the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2014 (the "2014 Bonds"), in the initial principal amount of \$14,355,000, which 2014 Bonds constituted the first series of bonds issued for the District; and

WHEREAS, at the time of formation of the District, Westpark S.V. 400, LLC, a California limited liability company, owned all of the land in the District; in contemplation of development, the Phase 1 area was transferred to WP Development Company, LLC (an affiliate comprised of the same principals as Westpark S.V. 400, LLC), for lot development and sales; and

WHEREAS, in connection with the 2014 Bonds, the City entered into a Funding, Construction and Acquisition Agreement dated as of December 1, 2014 (the "Prior Agreement") by and between the City and WP Development Company, LLC, providing for the acquisition of certain improvements within the Phase 1 area of the District as set forth in a list of authorized facilities from the proceeds of bonds to be issued for the District; and

WHEREAS, the City previously issued for and on behalf of the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the "District"), the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2018 (the "2018 Bonds"), in the initial principal amount of \$_____, which 2018 Bonds constituted the second series of bonds issued for the District, and in connection with the issuance of the 2018 Bonds, the City and the Owner entered into the First Amendment to Funding, Construction and Acquisition Agreement, dated as of July 26, 2018 (the "First Amendment"); and

WHEREAS, references herein to the "Prior Agreement" shall include the First Amendment and the Second Amendment;

WHEREAS, the City and Owner desire that an additional series of bonds be issued, and in connection therewith, desire to have the terms of the Prior Agreement be applicable to disbursements of proceeds which become available for Authorized Facilities from the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2019 (the "2019 Bonds") being issued on the date hereof; and

WHEREAS, the City desires to amend and supplement the Prior Agreement pursuant to the terms of this Second Amendment.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties agree as follows:

1. The definition of "Bonds" referred to in Section 2 of the Prior Agreement shall include the 2019 Bonds, and the Public Facilities contemplated to be financed by the Bonds shall include certain Public Facilities located within Phase 3 of the Project. Exhibit A attached to the Prior Agreement, describing the Public Facilities contemplated to be financed by the Bonds, is hereby deleted and replaced with Exhibit A, attached to this Second Amendment. The Public Facilities within Phase 3 shall be completed by such date as may be agreed upon by City and Owner.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Funding, Construction and Acquisition Agreement to be signed as of the date first above written.

CITY OF ROSEVILLE, a municipal corporation,
for and on behalf of the City of Roseville
Westbrook Community Facilities District No. 1
(Public Facilities)

WP DEVELOPMENT COMPANY, LLC,
a California limited liability company

By: _____
DOMINICK CASEY
City Manager

By: _____
JOHN MURRAY
Manager

ATTEST:

WESTPARK S.V. 400, LLC,
a California limited liability company

By: _____
SONIA OROZCO
City Clerk

By: _____
JOHN MURRAY
Manager

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN
Chief Financial Officer

EXHIBIT A
TO FUNDING, CONSTRUCTION AND ACQUISITION AGREEMENT
CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1

Authorized Facilities

Phase 1

Wetland Mitigation as required by the US Army Corps of Engineers 404 Permit
Swainson Hawk Mitigation
Pleasant Grove Blvd
Westbrook Blvd
Sierra Trail Drive
Mountain Glen Drive
Well Site (W-61)
Park Site (W-51)
Planning & Entitlement Costs
Placer 2780 Reimbursement Payment

Phase 2

Bond Issuance Costs
Swainson's Hawk Mitigation
Pleasant Grove Blvd. (portion)
Solaire Dr. (portion)
Westbrook Blvd. (frontage landscape and perimeter wall improvements)
W-16/WB31 Outfall Channel Improvements
Planning, Designing & Permitting Costs (Roadway Improvements and Outfall Channel Improvements)

Phase 3

[To come from Owner]



COUNCIL COMMUNICATION

CC #: 9896
File #: 0400-08

Title: Dutch Bros Coffee Kiosk - Appeal of Planning Commission Decision
Contact: Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

Meeting Date: 4/3/2019
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Consistent with the February 7, 2019 Planning Commission action, staff recommends the City Council deny the appeal of the Planning Commission's denial of the Dutch Bros project. It is recommended that the Council adopt a resolution denying the appeal from the February 7, 2019 decisions by the Planning Commission to deny the design review permit, to take no action on the administrative permit, and to direct staff to process the voluntary merger administratively; concluding that the required four findings of fact for the design review permit cannot be made and denying the design review permit; declining to take action on the administrative permit for a parking reduction; and directing staff to process the voluntary merger administratively.

BACKGROUND

This Council Communication provides a summary of the Planning Commission hearing and the appeal. The background and evaluation of the proposed project is included in the Planning Commission staff report (Attachment 1). The project was heard by the Planning Commission on February 7, 2019. A large contingent of residents from the surrounding neighborhood attended the hearing. Seventeen people spoke in opposition to the project, citing concerns about traffic and circulation, public safety, air quality, and noise. The applicant provided a rebuttal to the staff report and the public comments, urging the Planning Commission to approve the project. The Planning Commission voted 4-0 to uphold the Planning Division's recommendations in the staff report, and deny the applicant's request for a Design Review Permit. On February 19, 2019 the City received an appeal of the Planning Commission's decision (Attachment 2).

The appeal provides three grounds for granting the appeal: 1) the applicant states that the City's initial review of the project was favorable and the recommendation for denial was unexpected, 2) the applicant states that the traffic study for the project concludes the project design is adequate and will have minimal impacts, and 3) the applicant argues that the access and circulation of the project is more than adequate, and therefore the second required finding for a Design Review Permit that the project "results in a safe, efficient, and harmonious development" can and should be made.

To support these arguments, the appeal includes City correspondence provided to the applicant

during the pre-application review process, and describes this documentation as "favorable" to the project. However, the correspondence does not include any language which suggests the City supported or was in favor of the project at the time. This letter from the City is a standard form letter provided to all applicants as part of a pre-application review, which documents whether there are outstanding materials which need to be provided, and whether the proposed design conforms to the City's design and development standards. The City's letter concludes by indicating that conditions, comments and issues may change pending further analysis by staff. The letter did not commit the City to supporting a future application, nor does the City presuppose the outcome of any entitlement application prior to action by the appropriate approving authority—in this case the Planning Commission.

The appeal cites the second traffic study prepared for the project, stating that the study concludes "the site plan was adequate and that there would be minimal impacts on surrounding neighborhoods." However, the study does not say this, and the applicant's comment does not acknowledge the known limitations of the study. Firstly, there are no standardized trip rates for a drive-thru coffee kiosk and the peak times of this type of use are not predictable. While typical restaurants have predictable lunch and dinner peak times, queues at uses such as Dutch Bros are known to have peaks at non-standard and unpredictable times. This is evident from staff observation, and also when using search engines and websites, such as Google, which allow users to report and track line lengths and wait times at restaurants. Using Google, the listing of "popular times" for the Dutch Bros on Baseline Road shows what would be expected for a coffee kiosk, which is a strong morning peak period. However, it also shows high peaks on Fridays at 3 pm and on weekends at 10 pm, and a steady stream of customers throughout the day during both weekdays and weekends.

Due to the uncertain variables described above and the time and cost associated with this type of study, one scenario needed to be chosen to serve as the baseline for the study. The scenario chosen was the weekday a.m. peak, as this correlates with one of the project's peak times, as well as one of the peak times for existing traffic on the adjacent public roadways. The thought being that a scenario with a high volume of vehicles wanting to access the site, coinciding with a peak time of vehicles traveling on the adjacent public roadways would be ideal for analyzing the ingress/egress characteristics to the site.

Having selected this scenario, the intent of the traffic evaluation for this proposed project was to provide a quantitative analysis focused on the ability of vehicles to safely ingress and egress the site from the public right of way and to determine the minimum drive-thru queue length necessary to serve the project. It was not the intent of the traffic evaluation to try to quantitatively analyze every possible peak scenario and every potential internal or external circulation flow that could arise. It was known from the beginning that a qualitative analysis would be required and offered by staff, using professional judgement and personal observation. For example, it is known from staff observation that it is not uncommon for the Dutch Bros drive-thru on Baseline Road to queue back to Foothills Boulevard. This equates to approximately a 475-foot queue. Staff also has firsthand experience with the Starbucks drive-thru kiosk queue on Pleasant Grove Blvd backing into the roadway right-of-way, over 350 feet away from the pick-up window.

Recognizing the limitations of the traffic study, staff sought to identify all of the areas of concern for project circulation and qualitatively assess the potential for conflicts or other issues. This assessment, which identified seven issue areas, was included in the Planning Commission staff report. The appeal provides rebuttals and proposed solutions to each of the points raised by staff in the Planning Commission staff report. Each of these appeal points is addressed by staff below.

Point 1 - Main Driveway and Alleyway

The project design includes an ingress-only driveway on Douglas Boulevard into the site, in order to avoid turning movement conflicts and to avoid people using nearby the nearby Donner Avenue (a one-way residential street) to head northbound. However, there are no designs available to prevent egress, so the design relies on signage. Staff is concerned that because the drive-thru exit is next to this driveway, drivers will be incentivized to ignore the signage.

The applicant has proposed a sharper curb flare in order to discourage improper turning movements out of the drive-thru lane. Staff agrees this design makes the improper maneuver less likely, but disagrees that this design makes the movement unrealistic or unlikely to occur. As a nearby example, there is a median on Folsom Road (Point 4 of the Planning Commission staff report) intended to prevent left turns out of the driveway behind the donut shop. Despite this, staff have observed cars turning left and driving the wrong direction (northbound in the southbound lane) until the median is cleared, and then swerving into the correct lane in order to travel northbound on Folsom Road. Drivers are known to make unsafe maneuvers if the driver believes the unsafe route is better.

Point 2 - City Alleyway

According to the traffic study and staff observations at other locations, queues will sometimes spill out of the drive-thru lane. If cars queue in the City alley (the project entrance), this could block drivers exiting the drive-thru, and incentivize exiting through the ingress-only driveway. Keep Clear pavement markings are proposed to address this, but there will undoubtedly be people who do not obey the pavement markings.

The applicant claims that the drive-thru can fit more cars than is stated in the traffic study, that the provided stacking distance is longer than the max stacking observed at other locations, and that the Dutch Bros operations are faster and clear cars from the line more quickly than other franchises. The industry standard for determining required queuing storage takes into account vehicle lengths and the space that drivers leave between cars. The applicant's assessment does not use this industry standard, relying instead on the number of trucks which could fit end-to-end (with no space in between, and without accounting for drive-thru curvature). The applicant's assessment is inaccurate, and is not consistent with the standard used in a queuing analysis.

In the appeal and during public testimony at the Planning Commission, the applicant inaccurately refers to the study reference points and conclusions being based on maximum stacking. The reference locations were based on the average maximum observed during a one-hour period on the day the data was collected; this data represents the average of a specific point in time, not the maximum which would ever occur. In fact, staff have observed queues at the Starbucks on Pleasant Grove Boulevard spilling into the roadway right-of-way, which represents a queue length of over 350 feet. Likewise, queues at the Dutch Bros on Baseline Road have been observed spilling into Foothills Boulevard, which represents a queue length of 475 feet. Based on staff observations at other coffee kiosk locations in the City, staff is confident the queues will routinely exceed the average maximum described in the traffic study.

The applicant states that Dutch Bros operations are faster, and clear vehicle queues more quickly, but has not provided data to support this claim, nor did the City's traffic study evaluate this issue. Furthermore, the observations noted above do not support the applicant's statement: the Dutch Bros on Baseline has been routinely observed with queue lengths which exceed those observed at the Starbucks on Pleasant Grove Boulevard. Whether this is the result of a greater number of vehicles being served by Dutch Bros or slower service, the result is the same: contrary

to the applicant's statement, Dutch Bros queues are not expected to be smaller than a typical Starbucks queue.

Point 3 - Queue Location

On the occasions when queuing spills out of the drive-thru, and assuming the pavement markings are obeyed, the queue will extend easterly toward Folsom Road, and will block parking stalls.

The applicant describes the spillback of the queue out of the drive-thru as rare and indicates that if this happens, employees will direct extra vehicles to park, and will take orders from the parking spaces. As stated in Point 2, spillback out of the queue is not expected to be rare. In addition, the project is a Design Review Permit, which does not allow the City to impose any operational restrictions. The applicant can propose this queue management plan, but the City would have no means of enforcing it, and it is unlikely this would entirely resolve the issue.

Point 4 - Folsom Road Driveway

The median on Folsom Road will be pulled back to allow left turns out of the commercial center, because otherwise the only means of going northbound would be a series of right turns that would make Donner Avenue the most likely northbound route. Keep Clear pavement markings are proposed to ensure vehicles queued at the signal on Folsom Avenue keep space open for these left turns. However, left turns *into* the site would not be safe. There are no designs available to prevent left turns into the center, so the design would rely on signage prohibiting left turns. Any drivers who ignore this sign and make the left turn movement will create hazardous conditions. In addition, if the Keep Clear markings are ignored, a queue to leave the center could form, and this could incentivize drivers to attempt alternative travel paths.

The applicant states that left turns into the site would be unlikely, since right turns from Douglas would be more efficient. The applicant also argues that queues waiting to exit would not cause internal circulation issues.

Staff agrees that left turns into the site from Folsom Road are likely to be less common, but there are factors which could incentivize this maneuver. Entering the site from Folsom Road would allow drivers to go straight into the drive-thru queue without having to maneuver past the drive-thru exit or around the queue in order to get in line (at times when the queue is spilling out of the drive-thru lane toward the Folsom Road driveway). So while staff does not expect this maneuver to be common, it is expected to occur.

The traffic study conclusion that the vehicles waiting to exit on Folsom Road would not cause internal circulation issues was based on two factors: cars would not block the Keep Clear markings, and the queue would not extend deep into the site. As previously stated, experience shows that drivers do not always respect pavement markings or signage. Furthermore, the issue identified by staff is not simply that queues for Folsom Road would extend so far into the site that circulation issues would arise, but that a queue at Folsom Road would incentivize alternative travel paths (see Point 5).

The applicant suggests that if there are concerns about left turns out of the Folsom Road driveway, the median could remain in place and left turns could remain prohibited. However, the reason left turns need to be provided at this location is to minimize the use of Donner Avenue, which would otherwise be the only legal means to go northbound.

Point 5 - Middle Driveway on Douglas

There is an existing right-in/right-out driveway on Douglas Boulevard in between the donut shop

and taqueria in the commercial center. Drivers could use this driveway to turn right out of the site, and then right onto Donner Avenue.

The applicant argues that drivers are unlikely to use Donner Avenue because that pathway is longer and will take more time. However, there are drivers who currently use Donner Avenue in lieu of Folsom Road, because there is less overall traffic on Donner Avenue. Staff disagrees with the argument that drivers will not use the middle driveway to access Douglas Boulevard, and then Donner; the evidence does not support this conclusion.

Point 6 - Vehicle Backing and Loading

On the occasions when the queue spills out of the drive-thru there are likely to be conflicts with other vehicles attempting to maneuver on the site. In addition, the commercial center has no dedicated loading area, so delivery vehicles must either stop across parking spaces or stop within a drive-aisle, which could further complicate onsite queueing and circulation.

The applicant suggests that delivery trucks could park on the eastern side of the taqueria instead of parking in the rear drive aisle or within parking spaces. The applicant acknowledges that delivery trucks are not currently using this area, but does not explore why. While there is room for a large truck in the location identified by the applicant, it would be a tight turn into this spot and would also require backing maneuvers to leave the spot again. Like the City's large truck fleet, truck drivers use pathways which allow the truck to pull straight in and straight out again, because this is safest. Furthermore, the City cannot require truck loading to occur in the applicant's identified location, since the existing properties are not part of the application.

Point 7 - Left turn on Douglas to Hillcrest Center

The traffic study concluded that 75 feet of stacking distance would be required for left turns into the project driveway on Douglas Boulevard. This stacking will prevent westbound vehicles from turning left into the commercial property across the street from the site (Hillcrest Center).

The applicant suggests that the driveway access to Hillcrest Center will not be obstructed by stacking vehicles waiting to turn left into the site. The applicant bases this conclusion on the premise that vehicles will only be stacking during the am peak hours, that there is room behind this queue to enter the Hillcrest driveway, and that the traffic study "did not mention any conflicts with the shopping center across the street." As discussed elsewhere in this report, other Dutch Bros experience afternoon and other peak times, so peak periods will not be limited to the morning when most of the Hillcrest businesses are closed. In addition, the end of the 75-foot queue is directly across from the edge of the Hillcrest Center driveway. Therefore, a vehicle traveling westbound on Douglas Boulevard could turn left into the center directly from the travel lane, but would be unable to pull into the left turn lane to make the turn, because the nose of the vehicle would be past the driveway. The traffic study did not mention conflicts with other turning movements because such conflicts were not studied, not because they are absent.

Property Characteristics

The applicant lays out the following items they feel differentiate this project from other sites which have caused problems: a single-lane, 350-foot drive-thru; 15 parking spaces; 475 feet to the main arterial; and three driveways. However, these features exist at other problematic sites in the City, including the Dutch Bros on Baseline Road. The Baseline Road Dutch Bros center includes a single-lane drive-thru, five driveways, a large commercial center with shared parking (well in excess of 15 spaces), and a distance of 475 feet to the nearest arterial (Foothills Boulevard). Furthermore, because this location is part of a large commercial center, there are fewer existing circulation and design constraints. Despite these facts, the drive-thru at this location sometimes

spills back onto Foothills Boulevard.

Conclusion

The applicant has argued that the project would operate acceptably, but bases this argument on the premise that drivers will make appropriate choices 100% of the time, that the Dutch Bros operations will be more efficient than the evidence demonstrates, that Dutch Bros will manage the site to avoid issues, and on a misreading of the scope and limitations of the traffic study. The staff concern remains the same: it is not one particular issue, but the potential cumulative effect of all of these conflict areas identified in the evaluation.

Throughout the application process, staff has expressed concerns to the applicant about the project. Prior to the initiation of the second traffic study, staff met with the applicant to ensure that the applicant did not commit any further resources toward the application without understanding there was a risk that City staff would recommend denial. The applicant chose to proceed. The existing site constraints present significant challenges to any project, but particularly to a high-volume traffic use such as a drive-thru restaurant. The finding for a Design Review Permit requires staff to confidently state that the project will result in a safe, efficient, and harmonious development, but staff has concluded that this finding cannot be made with any degree of certainty. This conclusion was affirmed by the Planning Commission, which ultimately denied the project.

FISCAL IMPACT

No fiscal impacts will result from this action.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be created as a result of this action.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to a denial action. Pursuant to CEQA Guidelines Section 21080, CEQA only applies to “discretionary projects proposed to be carried out or approved by public agencies.”

Respectfully Submitted,

Lauren Hocker, Senior Planner

Mike Isom, Development Services Director



ATTACHMENTS:

Description

Resolution No. 19-109

Dominick Casey, City Manager

Attachment 1 CC Case Report

Attachment 2 Appeal

Exhibit A Site Plan

Exhibit B Grading Plan

Exhibit C Utility Plan

Exhibit D Landscape Plan

Exhibit E Photometric Plan

Exhibit F Elevations

Letters Received from Public

RESOLUTION NO. 19-109

DENYING THE APPEAL FROM THE FEBRUARY 7, 2019 DECISIONS BY THE PLANNING COMMISSION TO DENY THE DESIGN REVIEW PERMIT, TO TAKE NO ACTION ON THE ADMINISTRATIVE PERMIT, AND TO DIRECT STAFF TO PROCESS THE VOLUNTARY MERGER ADMINISTRATIVELY; CONCLUDING THAT THE REQUIRED FOUR FINDINGS OF FACT FOR THE DESIGN REVIEW PERMIT CANNOT BE MADE AND DENYING THE DESIGN REVIEW PERMIT; DECLINING TO TAKE ACTION ON THE ADMINISTRATIVE PERMIT FOR A PARKING REDUCTION; AND DIRECTING STAFF TO PROCESS THE VOLUNTARY MERGER ADMINISTRATIVELY

WHEREAS, an application was submitted on January 9, 2018 to develop the property located at 1017 Douglas Boulevard with an 800-square-foot drive-thru Dutch Bros coffee kiosk and associated improvements (“Project”), which requires a Design Review Permit for the site improvements and building, an Administrative Permit for a one space parking reduction, and a Voluntary Merger to merge two existing lots into one lot for development; and

WHEREAS, Section 19.78.060 of the City of Roseville Zoning Ordinance requires that four findings be made in order to approve or conditionally approve a Design Review Permit; and

WHEREAS, the second of these findings requires that the project “results in a safe, efficient, and harmonious development;” and

WHEREAS, City staff concluded in the staff report and at the hearing that the second required finding for a Design Review Permit could not be made with any degree of certainty, and therefore recommended denial of the Design Review Permit; and

WHEREAS, City staff concluded that denial of the Design Review Permit invalidated the request for the Administrative Permit for a Parking Reduction, and therefore recommended taking no action on the Administrative Permit; and

WHEREAS, City staff concluded that the Voluntary Merger could be completed regardless of the disposition of the Design Review Permit, but since the City’s Subdivision Ordinance identifies the Planning Manager as the Approving Authority for a stand-alone Voluntary Merger, recommended the Planning Commission request the Voluntary Merger to be processed administratively; and

WHEREAS, on February 7, 2019, the Planning Commission held a public hearing on the Project located at 1017 Douglas Boulevard; and

WHEREAS, at the February 7, 2019 public hearing, the applicant offered counterarguments to City staff position and urged the Planning Commission to approve the Project;

WHEREAS, at the February 7, 2019 public hearing, seventeen residents offered support of City staff position and urged the Planning Commission to deny the Project;

WHEREAS, on February 7, 2019, the Planning Commission voted 4-0-0 to approve the Planning Division’s recommendations to deny the Design Review Permit because Finding 2 of the required four (4) findings of fact could not be made, to take no action on the Administrative Permit

for the Parking Reduction as the denial of the Design Review Permit invalidates the request, and to direct staff to process the Voluntary Merger administratively; and

WHEREAS, on February 19, 2019, the applicant filed an appeal of the Planning Commission's action based on an argument that the findings for a Design Review Permit could be made; and

WHEREAS, on April 3, 2019, the appeal was heard by City Council, at which time the request for an appeal was considered; and

WHEREAS, after holding a hearing on April 3, 2019, staff recommends that the City Council deny the appeal from the February 7, 2019 decisions by the Planning Commission to deny the Design Review Permit, to take no action on the Administrative Permit, and to direct staff to process the Voluntary Merger administratively; and

WHEREAS, staff also recommends that the City Council conclude that Finding 2 of the required four (4) findings of fact cannot be made to approve the Design Review Permit, and accordingly deny the Design Review Permit; and

WHEREAS, staff also recommends that the City Council decline to take action on the Administrative Permit for a Parking Reduction, as the denial of the Design Review Permit invalidates the request for an Administrative Permit; and

WHEREAS, staff finally recommends that the City Council direct staff to process the Voluntary Merger administratively.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby denies the appeal of the Planning Commission's February 7, 2019 denial of the Design Review Permit, decision to take no action on the Administrative Permit, and decision to direct staff to process the Voluntary Merger administratively; and

BE IT FURTHER RESOLVED that Finding 2 of the required four (4) findings of fact cannot be made to approve the Design Review Permit due to the traffic, circulation and access issues identified in the City Council and Planning Commission staff reports and due to testimony presented during the public hearing, and accordingly the Design Review Permit is hereby denied; and

BE IT FURTHER RESOLVED that the City Council declines to take action on the Administrative Permit for a Parking Reduction, as the denial of the Design Review Permit invalidates the request for an Administrative Permit; and

BE IT FURTHER RESOLVED that staff is hereby directed to process the Voluntary Merger administratively.

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



**Planning Division Staff Report
Planning Commission Meeting**

February 7, 2019

Prepared by: Lauren Hocker, Senior Planner

ITEM 6.1: Design Review Permit, Parking Reduction, and Voluntary Merger – 1017 Douglas Boulevard – Infill Pcl 187 – Drive-Thru Coffee Kiosk – PL18-0006

REQUEST

The applicant requests approval of a Design Review Permit to construct an 800 square-foot drive thru coffee kiosk and associated improvements, an Administrative Permit for a one (1) space parking reduction, and a Voluntary Merger to merge two (2) existing lots into one (1) lot for development.

Applicant – Tiffany Wilson, RSC Engineering, Inc

Owner – Chase Burke, Ethan Conrad Properties

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

- A. Conclude that Finding 2 of the required four (4) findings of fact cannot be made to approve the Design Review Permit, and accordingly deny the Design Review Permit.
- B. Decline to take action on the Administrative Permit for a Parking Reduction, as the denial of the Design Review Permit invalidates the request for an Administrative Permit.
- C. Direct staff to process the Voluntary Merger administratively.

PUBLIC OUTREACH

The proposed project was distributed to the various agencies and departments which have requested notice of City applications, and all comments were considered. Notice of the application was also distributed to the Roseville Coalition of Neighborhood Associations and on March 29, 2018 the project was brought to the Folsom Road Neighborhood Association (FRNA) meeting. Notice of this meeting was mailed to all residences within 300 feet of the site. Of those in attendance, a total of 36 individuals and households added contact information to the sign-in for the project. Attendees expressed many concerns, but overall were most focused on traffic, safety, and noise. The most repeated concerns were the impact to the neighborhood of cut-through traffic, particularly on Donner Avenue and Ben Ezra Avenue; whether the access into and out of the site was sufficient and safe; and the noise both from the kiosk itself and from people in the drive-through with their windows down and music on. Many attendees spoke about the existing character of the neighborhood, which includes narrow one-way streets, low traffic volumes, and a lot of pedestrian activity, and were concerned the project would negatively impact their enjoyment of and safety in the neighborhood.

In response to these concerns, and in an effort to provide more information for the hearing body, City staff directed Kimley-Horn to prepare a supplemental traffic study. While the first study focused on internal circulation and access, this supplemental study focused on overall circulation, turning movements, and traffic volumes. A second community meeting to receive feedback on the supplemental traffic study and the project was held on August 23, 2018 at the Lion's Club. This meeting was held by the applicants; it was not a Folsom Road Neighborhood Association (FRNA) meeting. Notice of this meeting was mailed to all residences within 300 feet and all interested people who had provided a physical address to the City, and was e-mailed to interested people who'd provided e-mail addresses. This meeting was also well-attended, with residents continuing to express concerns similar to those expressed at the first meeting.

The project was placed on the December 13, 2018 Planning Commission agenda and a public notice of the hearing was published on November 30, 2018, and was distributed to all residences within 300 feet of the project site and all people on the interested persons list. After the publishing of this notice, the

applicant requested a continuance to a future date. A public notice of the February 7, 2019 Planning Commission hearing was published on January 25th, 2019, and was distributed to all residences within 300 feet of the site and all people on the interested persons list.

BACKGROUND

The property owner and Dutch Bros originally contacted the City to discuss the project in the Spring of 2016. At the time, the prospective project included only one parcel at 1017 Douglas Boulevard, a 450-square-foot kiosk, and 200 feet of stacking distance for the drive-through. Based on the City's experience with other high volume drive-through coffee kiosks (Starbucks, Dutch Bros, etc.) in the City, both Planning and Engineering staff were concerned this stacking was insufficient, and needed additional evaluation before a Design Review Permit application should be made. City Engineering staff contracted with Kimley-Horn transportation consultants to evaluate access and circulation. The study, dated January 26, 2017, supported staff concerns and concluded that 350 feet of stacking would be needed to support the project. The existing parcel had insufficient area to provide this, so the property owner purchased an adjacent property. A new site plan was developed and a formal application for a Design Review Permit was made to the City on January 9, 2018.

The project site is located at 1017 Douglas Boulevard, on the corner of Donner Avenue (see Figure 1). In this location, Douglas Boulevard is a four lane facility with a center turning lane. Donner Avenue is a single-lane, one-way street; the direction of travel is northbound toward Sutter Avenue. As shown in Figure 2, property to the east is paved and improved with two commercial buildings (a taqueria and a donut shop), parking spaces and some frontage landscaping. Although there are no pavement markings or barriers, there is a 20-foot-wide City property in between the project site and the commercial properties to the east. This property was originally part of an alley which extended north to Ben Ezra Avenue. Although the entire alley remains, a barricade is located across the alley at the northern edge of the property, so there is no through-access (the blue line on Figure 2).

Figure 1: Project Location



Figure 2: Project Site



SITE INFORMATION

Location: 1017 Douglas Boulevard

Total Size: 0.5 acres

Topography and Setting: The existing project site includes one lot on Douglas Boulevard and an adjacent lot behind (to the north) which is developed with a single-family home and detached garage. Most of the property is gravel and dirt, but the northern of the two parcels includes a single-family home, garage, and landscaping, including landscape trees. The site is level due to past development and activities. Both properties have a zoning and land use designation of Community Commercial (CC). A drive-through restaurant is a permitted use in the CC zone.

The project plans are included as Exhibits A–F (Site Plan, Grading Plan, Utility Plan, Landscape Plan, Photometric Plan, and Elevations). The project includes frontage on Douglas Boulevard and Donner Avenue, and will also rely on a driveway on Folsom Road. These facilities are described below.

Douglas Boulevard — Douglas Boulevard is an arterial street, and current design standards require driveways to be a minimum of 250 feet apart. Examining both sides of the street, there are six existing driveways on this block of Douglas Boulevard, between Folsom Road and Donner Avenue. None of these existing driveways meet current standards, with the closest driveways approximately 65 feet apart, and the farthest driveways approximately 150 feet apart. In addition, while a protected turn pocket is provided for the left turn onto Folsom Road, the remainder of Douglas Boulevard has a shared center turning lane. As a result, there can be turning conflicts, as eastbound and westbound drivers may need to occupy the same space in the turning median in order to make left turns into the closely-spaced driveways.

Donner Avenue — Donner Avenue is a minor residential street, which is one-way (northbound). The lots along this roadway were originally created in 1921, so the street is not designed based on modern standards, and because many of the homes do not include a garage the travel lane on the street is narrowed by the presence of many cars parked on both sides of the street.

Folsom Road — Folsom Road is a collector street, and current design standards would require driveways on Folsom Road to be a minimum of 200 feet apart. There are seven existing driveways between Douglas Boulevard and Ben Ezra Avenue. None of these driveways meet existing standards, with the closest driveways approximately 55 feet apart and the farthest driveways approximately 120 feet apart. In addition, there is no turning lane on Folsom Road; turning vehicles must queue within the travel lane.

EVALUATION: DESIGN REVIEW

Section 19.78.060 of the City of Roseville Zoning Ordinance requires that four findings be made in order to approve or conditionally approve a Design Review Permit. In evaluating the project in light of the findings, staff analysis concluded that findings 1, 3, and 4 could be made in the affirmative, but finding 2 could not. Specifically, staff is concerned the vehicle, pedestrian, and bicycle circulation proposed will not result in “a safe, efficient, and harmonious development.” The staff report is organized to present the analysis of access and circulation first, with analyses of the other findings and other aspects of finding 2 at the end of the Design Review Evaluation. The four findings recommended for action are listed below in ***bold italics***

- 1. The Project as approved preserves and accentuates the natural features of the property, such as open space, topography, trees, wetlands and water courses, provides adequate drainage for the project, and allows beneficial use to be made of the site for development.***
- 2. The project site design as approved provides open space; access; vehicle parking; vehicle, pedestrian, and bicycle circulation; pedestrian walks and links to alternative modes of transportation; loading areas; landscaping and irrigation; and lighting, which results in a safe, efficient, and harmonious development and which is consistent with the applicable goals, policies, and objectives set forth in the General Plan, the Community Design Guidelines, and the applicable Specific Plan and/or applicable design guidelines.***
- 3. The building design, including the materials, colors, height, bulk, size, and relief, and the arrangement of the structures on the site, as approved, is harmonious with other development and buildings in the vicinity and which is consistent with the applicable goals, policies, and objectives set forth in the General Plan, the Community Design Guidelines, and the applicable Specific Plan and/or applicable design guidelines.***
- 4. The design of the public services, as approved, including but not limited to, trash enclosures and service equipment, are located so as not to detract from the appearance of the site, and are screened appropriately and effectively using construction materials, colors, and landscaping that are harmonious with the site and the building designs.***

Background

As discussed in the Background section of this staff report, City staff had concerns about the proposal before it was submitted and clearly communicated these concerns to the applicant in verbal and written form. Although the City’s Community Design Guidelines require a *minimum* stacking distance of 150 feet for drive-through uses, staff experience with other high-volume drive-through uses in the City (Dutch Bros, Starbucks, and In N Out, among others) indicated that the minimum standard would be insufficient to avoid operational conflicts with surrounding roadways. The City contracted with Kimley-Horn transportation consultants to prepare an on-site circulation study, to determine the appropriate stacking distance and internal circulation design. This study, included as Attachment 1, concluded that a total of 350 feet of stacking distance would be required. The single parcel was not large enough to provide this amount of stacking, so the owner purchased the property to the north, increasing the site to approximately

half an acre. This is still a small and constrained site, but was enough to provide exactly 350 feet of stacking distance. The applicant prepared a site plan with this stacking distance met, and made an application for a Design Review Permit to the City.

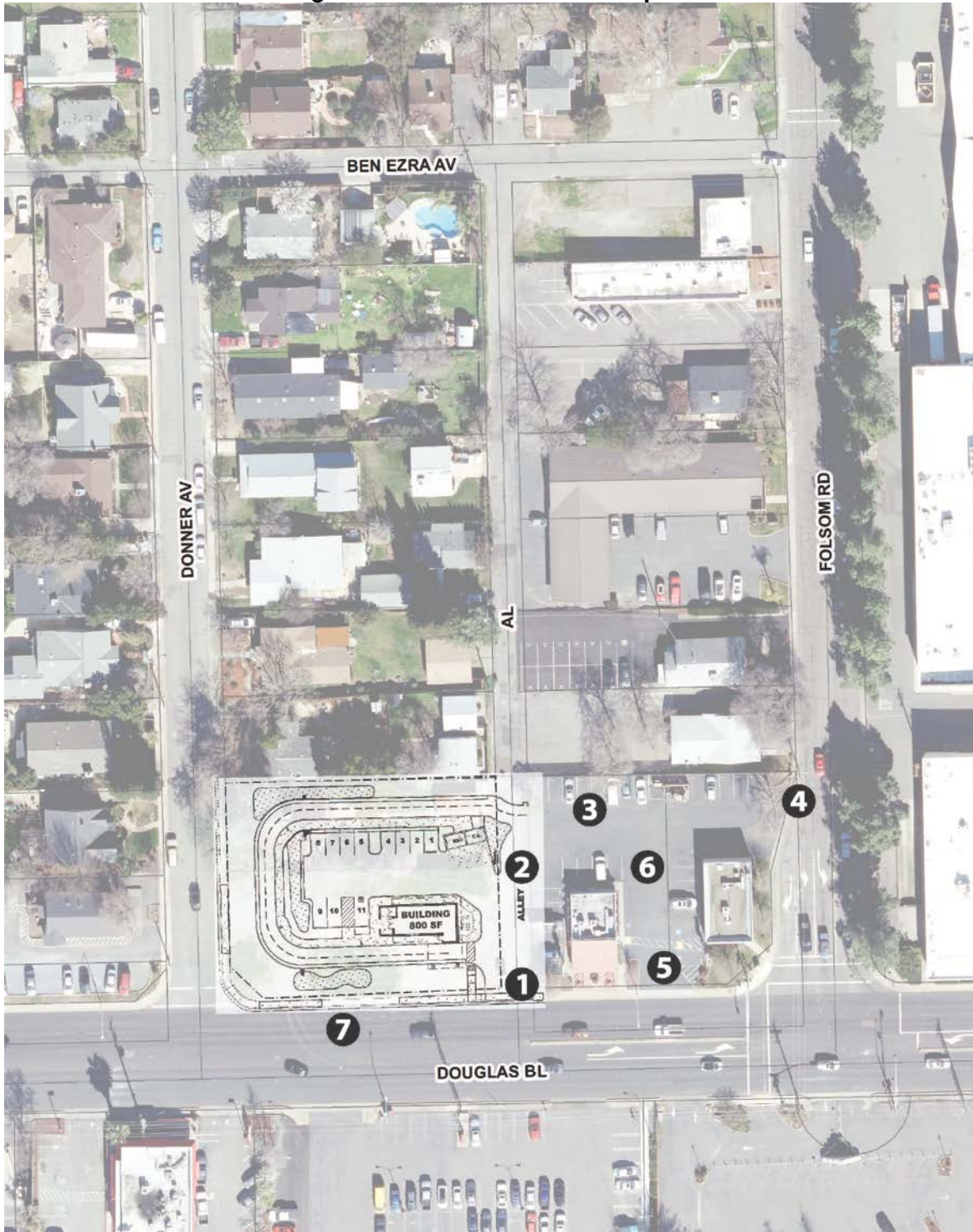
As the City began evaluating the proposal and began receiving feedback from the community, it became clear that another traffic study would be needed. The purpose of the new study was to examine off-site circulation and access, and how that would affect circulation into and out of the project site. The second traffic study was also prepared by Kimley-Horn transportation consultants, and is included as Attachment 2 of this staff report. For this study, trip generation was developed by examining actual trip counts from three sample locations: a Starbucks on Pleasant Grove Boulevard, a Dutch Bros on Baseline Road, and a Dutch Bros on Sunset Boulevard. The study included an analysis of the Douglas Boulevard and Folsom Road intersection, as well as the primary project access driveway on Douglas Boulevard. Kimley-Horn reached the following conclusions:

- The average maximum vehicle queue would be 14 cars, or 350 feet. Queues could sometimes be longer than this, so the City alley should be striped “keep clear” to encourage additional vehicles to queue in a line extending toward Folsom Road.
- Left-turn storage into the site from Douglas Boulevard would need to be 3 cars, or 75 feet.
- During the AM peak hour, the queue on Douglas Boulevard for the Douglas Boulevard/Folsom Road intersection will sometimes extend *past* the project driveway (City alley).
- The primary project driveway (City alley) would need to be restricted to ingress only, due to conflicts between left turns out of the site and left turns into the site.
- The Douglas Boulevard and Folsom Road intersection will operate at Level of Service B, which is acceptable according to City General Plan policy.
- The median on Folsom Road should be pulled back to allow left turns out of the driveway behind the donut shop, because otherwise northbound cars are likely to turn right on Douglas Boulevard and then right onto Donner Avenue, which is a residential, one-way street.
- A “no left turn” sign should be installed on the Folsom Road median facing the northbound travel lanes, to discourage left turns into the site.
- During the AM peak hour, the queue on Folsom Road will often extend past the driveway behind the donut shop, though the queue will fully empty each time the signal turns green. It is recommended that Folsom Road include “Keep Clear” striping to preserve left-turn egress when the queue backs up.

The study concludes that with the design changes recommended in the study, the project access and circulation could perform adequately. However, this conclusion is based on maximum average conditions and the assumption that most people will obey striping, signage, and general traffic laws. In other words, everything would have to operate perfectly 100% of the time. These assumptions are entirely appropriate and consistent with the standards for preparation of a traffic study, and the City is therefore confident that the traffic study is adequate for its purpose. In most cases, this would conclude staff analysis of access and circulation, because in the majority of cases it can be expected that while some drivers will make improper/unexpected vehicle movements, these will be uncommon, are not the result of project/roadway design, and will have transitory effects.

However, as City staff continued to examine the constraints on the site and vicinity, it became increasingly clear that there were many opportunities for improper vehicle movements, and that these movements would have a disproportionately large negative effect on operations, due to design constraints. These constraints could result in serious consequences for adjacent developments and the surrounding roadway system, particularly during peak conditions. These areas of potential impact are shown on Figure 3, and are described below.

Figure 3: Areas of Potential Impact



Analysis

Project Driveway/City Alley (Point 1)

One of the main concerns expressed by the community was that people who wanted to go north would turn right onto Douglas Boulevard, and then right again onto Donner Avenue, a one-way residential street. Residents opposed this potential increase in cut-through traffic. Therefore, the traffic study examined this driveway as ingress-only, to avoid turning movement conflicts between left turns in and left turns out, and also to funnel traffic toward Folsom Road. The design therefore includes a narrowing of the existing driveway so that cars cannot pass in both directions, and a curb flare at the drive-through outlet, to encourage drivers exiting the drive-through to turn left and head up to the Folsom Road exit. However, there are no designs available to *prevent* left or right turns out of the site. In less constrained areas of the City, a protected left-turn pocket could be provided on Douglas Boulevard, which would allow vehicles to queue for ingress movements but which would block exiting left turns. This design is not possible in this location, because the left-turn pocket would cut off access to other nearby driveways. Therefore, the proposed design must rely on drivers to make appropriate choices.

In addition, because the site is small, the only available site layout results in the drive-through exit being located right next to the project driveway. If a driver attempts to exit this driveway because it is a clearly shorter travel path back onto Douglas Boulevard, this will result in conflicts with people attempting to turn right or left into the site. Furthermore, if the driver finds they must wait before successfully making their improper turning movement, people queued in the drive-through lane and people queued to turn into the site will be unable to complete their movements until this vehicle moves on. Drivers could be stopped on Douglas Boulevard waiting to turn right, or could begin a left turn movement across Douglas Boulevard and have to come to a stop broadside to the travel lanes. Either circumstance will result in unsafe operating conditions.

City Alley (Point 2)

According to the traffic study, queues could sometimes spill out of the drive-through lane. If cars stacked in the City alley, it would block the exiting pathway for the drive-through. This would either push drivers to improperly exit through the project entry on Douglas or could shut down all ability for the drive-through to move forward. It would only take a handful of additional cars queuing in the alley to cause these conditions, because there is only approximately 50 feet of alley between the end of the drive-through and the beginning of the parking stalls adjacent to the taqueria. To avoid this condition, the traffic study recommends striping the City alley with Keep Clear pavement markings, so that the queue spillover will extend east from the end of the drive-through (toward Folsom Road) instead of in the alley.

These pavement markings may prevent improper queuing, but will require people entering the site from Douglas to drive around the back of the Taqueria and make a 180 degree turn to enter the line. Since this is less convenient, there will undoubtedly be drivers who do not obey the pavement markings. City staff have observed this type of behavior in other areas of the City with high-volume drive-through businesses. There have been several locations where Engineering staff performed observational studies and assessments, in order to remediate or document the conditions. In these case, people have been observed waiting within a right-turn lane on City streets or in areas which block internal drive-aisles. In these cases, the queuing is largely an inconvenience. In this case, if even a few cars ignore the pavement markings, all circulation through the drive-through could halt, or drivers could feel themselves forced to exit through an ingress-only driveway.

Planned Queue Location (Point 3)

On the occasions when queueing spills out of the drive-through, and assuming the pavement markings are obeyed, the overflow queue will extend easterly toward Folsom Road. However, there are parking stalls in this area. Any queue spillover would either block empty stalls from being used, or would block in parked cars.

Folsom Road Driveway (Point 4)

Folsom Road is a two-lane collector street and includes a median which extends from Douglas Boulevard past the existing driveway behind the donut shop. The purpose of this median is to prevent left turns into or out of the driveway. However, the study recommends pulling back the median on Folsom Road so that left turns out of the site are possible, otherwise cars would make a series of right turns to use Donner Avenue. Several other design changes are recommended as well, to help avoid circulation issues that could be caused by opening this area to left turns.

Left turns *into* the site from Folsom Road would not be safe and could cause circulation issues, because vehicles would have to queue within the travel lane (there is no turning median/lane), and the driveway is only approximately 100 feet from the Douglas Boulevard intersection. Vehicles could back up from Folsom Road onto Douglas, or vehicles turning right onto Folsom Road from Douglas Boulevard may not be able to see or expect a person stopped in the travel lane just after the turn. To address this, the traffic study recommends a sign in the median prohibiting left turns. However, there are no designs available which could prevent left turns; the design relies on drivers to make appropriate choices.

The traffic study found that queues on Folsom Road regularly extend past the driveway behind the donut shop, which would block the ability to turn left out of the site. The traffic study recommends “Keep Clear” pavement markings on Folsom Road in front of the driveway, to encourage people to leave a gap so that vehicles can still exit. Again, these markings can encourage good driver behavior, but cannot ensure that the area will remain clear for turning movements. If the area is blocked, queues could form within the commercial site, and drivers would be encouraged by this condition to attempt alternative travel paths (see Point 5).

Douglas Boulevard Driveway – Central (Point 5)

There is another existing driveway on Douglas Boulevard into the commercial center, located in between the donut shop and taqueria. A median on Douglas Boulevard prevents left turns into or out of this driveway, so it is a right-in, right-out only access point. Although the circulation plan for the project has been designed to route people in and out via the project driveway and the Folsom Road driveway, drivers could nonetheless use this central driveway to turn right out of the site and turn right again onto Donner Avenue. This outcome is much more likely if there is a queue waiting to use the Folsom Road driveway.

Vehicle Backing and Loading (Point 6)

On the occasions when the queue spills out of the drive-through, or backs up from the Folsom Road driveway, there are likely to be conflicts with other vehicles attempting to maneuver on the site. As previously noted, the queue from the drive-through will block parking spaces, but will also make it difficult for other vehicles to maneuver through the site or back out of parking spaces on the other side of the aisle. This is also true of queues extending from the Folsom Road driveway. In addition, this commercial corner has no dedicated loading area, so delivery vehicles must either stop across parking spaces or stop within a drive-aisle. This could further complicate on-site circulation and queueing.

Left-Turn Queue on Douglas (Point 7)

The traffic study concluded that 75 feet of stacking distance would be required for left turns into the project driveway on Douglas Boulevard. This stacking will prevent westbound vehicles from turning left into the commercial property across the street from the site (Hillcrest Center). Drivers would need to pass the site and find an area to turn around. The only legal way to do so would be to turn left on Keehner Avenue, travel down the roadway a short distance and then turn around, go back on Keehner Avenue to make a right on Douglas Boulevard, and then travel down Douglas Boulevard to make a right into Hillcrest Center. Given the inefficiency of this pathway, it is likely that drivers will make illegal u-turns on Douglas Boulevard, or attempt to squeeze past the back of the left-turn queue. Either of these driving choices would result in unsafe conditions.

Traffic, Circulation and Access Conclusion

The existing site constraints present significant challenges to any project, but particularly to a high-volume traffic use such as a drive-through restaurant. The existing uses within the commercial center—a taqueria and a donut shop—do not generate these conflicts because they do not generate large queues either on- or off-site and they generate low traffic volumes. Staff is concerned about the proposed project not because of any one particular circulation and traffic issue, but because of the potential cumulative effect of all seven conflict areas identified in the evaluation. In other areas of the City where high-volume drive-through uses have generated issues, they are on much larger commercial sites along roadways which meet current design standards, so the impacts are limited to one or two points of transitory nuisance conditions. On this site, there are many points of conflict affecting all aspects of on- and off-site circulation, and their potential impacts include health and safety issues on the City's roadways and for the surrounding neighborhood. The finding requires staff to confidently state that the project will result in a safe, efficient, and harmonious development, but staff has concluded that this finding cannot be made with any degree of certainty. The remainder of the evaluation focuses on other aspects of the Design Review Permit; staff has not identified any issues with the other portions of the evaluation.

Noise

The project includes a drive-through aisle near the northern property boundary, and cars in this queue will generate noise from idling engines, playing music, and people talking. Although the project does not include any amplified sound or order boards, there will also be people talking at the kiosk and, potentially, music playing within the kiosk. Property immediately to the north of this site is single-family residential property, and these noises will be audible across the property line. However, none of these noise sources are generally significant during daytime hours, as they are already part of the existing urban noise environment, and generate noise levels which are lower than the existing ambient noise from Douglas Boulevard (according to the City of Roseville General Plan Noise Element, the 60 dB noise contour from the roadway extends into the residential area). In addition, the project includes a six-foot-tall masonry wall on the northern property boundary, which can generally be expected to reduce noise by approximately 5 dB.

However, the applicant originally proposed 24-hour operations for the facility. While the applicant has indicated a willingness to scale back those hours, the City has no mechanism by which to condition the hours of operation of the project. Noises which would be absorbed by background noise in the daytime conditions would become more audible during nighttime conditions, and could be expected to result in nuisance conditions for the nearest residence (such as a homeowner needing to keep windows shut at night).

Preserves Natural Features

Most of the project site is hard-packed dirt and gravel, with no natural features. The northern portion of the site contains typical landscape trees and grass, but is a level site with no wetlands, water courses, native trees, or other natural features to preserve or accentuate.

Building Design

The existing buildings along this section of Douglas Boulevard do not have a consistent design theme or style with which the project could conform, but all reflect older architectural trends. For this reason, the applicant has proposed a building form which is updated, without being too modern or out of keeping with this older corridor. The building includes the use of flat parapets, brick, and (faux) wood siding, which are designs and materials found in the existing nearby buildings. However, the building also includes effective architectural variation and the use of metal siding, a more modern material. The overall height and massing of the building has been kept lower-profile, at only 800 square feet and a maximum height of 24 feet.

The proposed building includes the use of flat parapets at several different heights (14, 20, and 24 feet) to provide roofline variation, and also includes wall plane variation on all four sides of the building. At 24 feet, the tallest portion of the building is similar to the typical roof peak height of a single-level residential structure, so will not be out of scale with the adjacent residential area. The faux wood and brick each have a slightly different but complementary grey-brown color, to provide a neutral backdrop for the saturated blue of the metal siding. The faux wood siding is a high-quality, textured material (New Tech Wood Shadowline). The proposed building provides variation in colors, materials, height, bulk, size, and relief, which is harmonious with the surrounding commercial and residential development.

Public Services Design

The trash bin for the proposed project is shown screened inside an enclosure faced with the same brick as the proposed building, and located interior to the site, away from either street frontage. All other equipment for the site will be roof-mounted, and screened from view by the parapets.

Parking

According to City Zoning Ordinance Chapter 19.26, Off-Street Parking and Loading, a restaurant with a drive-through requires one parking space for each 50 square feet of building area. The proposed project includes an 800-square-foot kiosk, which results in a parking requirement of 16 spaces. The applicant has provided 11 spaces on the project site and has provided a recorded reciprocal access and parking agreement granting the shared use of an additional 4 spaces on the neighboring commercial property. These spaces can be shared because an analysis of the total parking for the proposed building plus existing buildings shows there are 42 parking spaces provided, and a total of 42 parking spaces required. However, since the applicant requires 16 spaces and only has legal access to 15 spaces, either an Administrative Permit for a parking reduction of one parking space is required, or the reciprocal access and parking agreement would need to be amended to grant the use of five spaces, instead of four.

Lighting, Landscaping, and Open Space

The project includes a landscaping buffer along Douglas Boulevard, Donner Avenue, and the rear (northern) property line which is adjacent to residential property. The landscaping corridor on the roadway frontages is 20 feet deep, and includes a 3-foot tall wall to screen vehicles in the drive-through—particularly the headlights—from view. The landscaping includes a mix of groundcovers and shrubs, as well as Chinese pistache and London plane trees. The landscape buffer on the northern property line is

10 feet wide, includes a mix of shrubs and ornamental grasses and some crepe myrtle trees. A masonry sound wall is proposed on the northern property line, and the landscaping plans show the vines planted along the wall. The selected tree species are consistent with other trees in the area and exceed the minimum 50% parking lot shading requirement of the Community Design Guidelines. The proposed lighting for the site and parking area has been designed and located to ensure that there is no light trespass off-site (see the Photometric Plan, Exhibit E). To minimize the impact of the parking lot lighting, the lighting standards have been set back from the residential property line and have a maximum height of 20 feet.

EVALUATION – ADMINISTRATIVE PERMIT

An Administrative Permit for a parking reduction must be associated with either an existing development or approved development. Staff is recommending the Planning Commission deny the Design Review Permit, which would invalidate the request for an Administrative Permit. For this reason, staff has recommended Planning Commission take no action on the Administrative Permit.

EVALUATION – VOLUNTARY MERGER

The proposed Voluntary Merger could be completed regardless of the disposition of the Design Review Permit, but according to the City's Subdivision Ordinance, the approving authority for a stand-alone Voluntary Merger is the Planning Manager. Therefore, staff recommends Planning Commission request that the Voluntary Merger be processed administratively, and take no other action on this entitlement.

ENVIRONMENTAL DETERMINATION

The California Environmental Quality Act (CEQA) does not apply to a denial action. Pursuant to CEQA Guidelines Section 21080, CEQA only applies to "discretionary projects proposed to be carried out or approved by public agencies."

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

- A. Concluding that finding 2 of the required four (4) findings of fact cannot be made to approve the Design Review Permit, and accordingly deny the **DESIGN REVIEW PERMIT – 1017 DOUGLAS BOULEVARD – INFILL PCL 187 – DRIVE-THRU COFFEE KIOSK – PL18-0006**.
- B. Decline to take action on the **ADMINISTRATIVE PERMIT – 1017 DOUGLAS BOULEVARD – INFILL PCL 187 – DRIVE-THRU COFFEE KIOSK – PL18-0006**, as the denial of the Design Review Permit invalidates the request.
- C. Direct staff to process the **VOLUNTARY MERGER – 1017 DOUGLAS BOULEVARD – INFILL PCL 187 – DRIVE-THRU COFFEE KIOSK – PL18-0006** administratively.

Attachments

1. Access and Stacking Analysis
2. Traffic Study

Exhibits

- A. Site Plan
- B. Grading Plan
- C. Utility Plan
- D. Landscape Plan
- E. Photometric Plan
- F. Elevations

NOTE: All of the Exhibits listed in the PC Staff Report are Exhibits to the Council Communication (see CC Exhibits A through F), so in order to reduce duplication, the PC Staff Report attached to this Council Communication only includes Attachments 1 and 2.

Note to Applicant and/or Developer: Please contact the Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.

Memorandum

To: Marc Stout, P.E.

From: Chris Gregerson, P.E.
Matt Weir, P.E., T.E., PTOE

Re: *Douglas Boulevard Coffee Kiosk*
Traffic Evaluation
Roseville, California

Date: January 26, 2017

Per your request and authorization, we have prepared this traffic evaluation for the above referenced project.

Project Understanding

Kimley-Horn understands that a drive-thru coffee kiosk is proposed for the vacant site located at 1017 Douglas Boulevard (see **Exhibit 1**). The adjacent properties (1025 and 1045 Douglas Boulevard) are under the same ownership as the proposed project and are described as sharing access and parking across all three parcels. According to the project applicant, when all three uses are considered, the parking supply required by the City will be exceeded. The proposed project consists of an approximately 450-square foot building and a drive-thru lane that provides approximately 200-feet for vehicle stacking (see **Exhibit 2**). Access to the proposed project will be from Douglas Boulevard via the existing alley located between 1017 and 1025, as well as to and from Folsom Road through 1025 and 1045. The purpose of this analysis is to evaluate the proposed project's access points, to determine the amount of storage and/or driveway treatments that are necessary to ensure safe and efficient operations, and to approximate and confirm adequate drive-thru storage.

Study Facilities and Evaluation Parameters

The following two intersections (see **Exhibit 3**) are included in this access evaluation. **Exhibit 3** details the study intersections' geometries while **Exhibit 4** details the peak-hour volumes. Traffic counts are provided in **Attachment A**. For each location, traffic/access control and the primary evaluation parameter(s) are described below:

1. Douglas Boulevard @ Existing Alley
 - Access initially assumed to be full
 - Primary considerations are the need for turn restrictions, a right-turn deceleration lane, and the minimum required throat depth (MRTD)
2. Douglas Boulevard @ Folsom Road
 - Existing traffic signal
 - Primary consideration is anticipated mix of volumes with project volumes, with a focus on the left-turn movements and queuing

The access evaluation was conducted for the weekday AM peak-hour for the following conditions:

- A. Existing Conditions plus Proposed Project

The access evaluation was performed for the time period and analysis scenario listed above. Methods defined in the *Highway Capacity Manual, 2010*, using appropriate traffic analysis software, were applied.

Assessment of Proposed Project

Trip Generation

Kimley-Horn completed a trip generation study in a manner consistent with the methodology contained in the *Trip Generation Manual, 9th Edition*, published by the Institute of Transportation Engineers (ITE). According to ITE, five sites are preferred (three minimum) to complete this study. Using the square footages (gross floor area) for three sample locations with drive-thru facilities (Starbucks, 1241 Pleasant Grove Boulevard – Roseville; Dutch Bros., 1225 Baseline Road – Roseville; Dutch Bros., 3450 Sunset Boulevard – Rocklin), we were able to develop a unique local trip generation rate (trips per thousand square feet). The data associated with this evaluation are presented in **Table 1**.

Table 1 – Trip Generation Data

Location	Size (ksf)	Ins	Outs	Total	Max Queue	Peak Hour
Dutch Bros Rocklin	0.45	110	117	227	12	7:00 - 8:00
Dutch Bros Roseville	0.86	84	92	176	13	8:00 - 9:00
Starbucks Roseville	0.50	73	70	143	17	7:30 - 8:30
Calculated Rate (#trips/ksf):		166	166	332		
Proposed Project	0.45	75	75	150		
<i>Pass-by Reduction (89%):</i>		<i>66</i>	<i>66</i>	<i>132</i>		
Net new trips:		9	9	18		

Note: The Dutch Bros in Rocklin data is normalized using ksf to enable integration with the other sites' data. Pass-by reduction is per ITE Land Use 938a

The data contained in **Table 1** indicate that the weighted average of the sample sites' data (weighted by the sites' square footage) is 332 total (166 in and 166 out) AM peak-hour trips per thousand square feet (ksf). Using this unique, local rate and an appropriate pass-by reduction as provided by ITE, the proposed project is anticipated to generate 9 new in, and 9 new out trips during the AM peak-hour. However, the proposed project's 150 total peak-hour trips are used in this analysis. Finally, the data collected show an average maximum drive thru queue of 14 vehicles (approximated to be 350-feet assuming each vehicle is 25-feet in length).

Trip Distribution

The distribution of project traffic was developed based on existing project area roadway volumes, general knowledge of project area traffic patterns, and engineering judgment. Project trips were assigned to the study intersections and the surrounding roadway network according to these patterns. AM peak-hour volumes for Existing and Existing (2016) plus Proposed Project Conditions are reflected in **Exhibit 4**.

Traffic Assessment Methodology

As previously discussed, the purpose of this analysis is to evaluate the proposed project's access points, to determine the amount of storage and/or driveway treatments that are necessary to ensure safe and efficient operations, and to approximate and confirm adequate drive-thru storage.

This traffic evaluation included consideration of vehicle queuing entering the site and the Minimum Required Throat Depth (MRTD) at the Douglas Boulevard site driveway. For this evaluation, the City's guidelines¹ were referenced to determine the driveways' MRTD and median left-turn storage required for entering vehicles. In addition, these guidelines were referenced to determine the need for a right-turn deceleration lane. Finally, Synchro was used to evaluate the anticipated operations at the adjacent signalized study intersection of Douglas Boulevard and Folsom Road.

¹ Section 4 Traffic Impact Studies, City of Roseville Design Standards, January 2016.

Minimum Required Throat Depth (MRTD) & Median Left-Turn Storage

The MRTD was calculated for the Douglas Boulevard site driveway. **Table 2** summarizes the findings of the MRTD evaluation based on the City's guidelines¹. Additionally, the minimum storage length was calculated for the median left-turn entering the project site.

Table 2 – MRTD and Left-Turn Storage for Douglas Boulevard Driveway, AM Peak-Hour

INT	TS	ConflVol (Left,Maj)	ConflVol (Left,Minor)	ConflVol (Right)	LT In	RT In	App Vol	RT%	Required Storage	Minimum Required Throat Depth (MRTD)
1	1	631	1553	631	39	19	52	50%	75	125

Note: All volumes come from the Existing plus Proposed Project scenario

MRTD

- Intersection #1, as currently proposed per **Exhibit 2**, would have a throat depth of approximately 45-feet, which is less than the minimum required distance of 125-feet. Based on the calculations, the proposed throat depth is insufficient.

Left-Turn Storage

- The existing storage for those left-turns attempting to enter the project from eastbound Douglas Boulevard is sufficient for the calculated required distance of 75-feet.

Right-Turn Deceleration Lane

- The focus of this evaluation was on the right-turn movement into the project site at the Douglas Boulevard site driveway. According to the City's guidelines², a right-turn deceleration lane is required when all four of the following conditions are satisfied:
 - The driveway is located on an arterial or expressway.
 - Right turn ingress volume is expected to exceed fifty (50) during peak hour flows on the roadway. For right turn ingress volumes between ten (10) and fifty (50) a right turn curb taper shall be constructed in conformance with the Standard Drawings.
 - There is ample room and frontage to fit a deceleration lane as determined by the City Engineer.
 - The travel speed of the roadway, as determined by the City Engineer, equals or exceeds 45 mph.

The requirements and the conditions are summarized in **Table 3**. Based on these guidelines, the Douglas Boulevard site driveway intersection does not require a right-turn deceleration lane. However, the projected volumes do necessitate that a right-turn curb taper be constructed.

Table 3 – Douglas Boulevard Deceleration Lane

Roadway	Time Period	Located on Arterial or Expressway?	Right Turn Volume	Right Turn Volume over 50?	Ample Room and Frontage?	85th Percentile Travel Speed	Travel Speed ≥ 45 mph?	Deceleration Lane Appropriate?
Project Driveway	AM	Yes	19	No	No	36.8	No	No

² Section 5 Site Access, City of Roseville Design Standards, January 2016.

Signalized Intersection Queuing and Operations

In an effort to confirm if the operations at the intersection of Douglas Boulevard and Folsom Road affect the project's Douglas Boulevard site driveway, Synchro was used to determine the anticipated 95th percentile vehicle queues, delay, and Level of Service (LOS) under Existing plus Project Conditions. **Table 4** summarizes the delay and LOS at the intersection while **Table 5** summarizes the queuing for select movements. Analysis worksheets are provided in **Attachment B**.

Table 4 – Intersection Level of Service for Existing plus Project Conditions

ID	Intersection	Peak Hour	Existing (2016) plus Project	
			Delay (sec)	LOS
2	Douglas Blvd @ Folsom Rd	AM	13.4	B

Table 5 – Intersection Queuing for Existing plus Project Conditions

Intersection / Analysis Scenario	Movement	AM Peak-Hour	
		Available Storage (ft)	95 th % Queue (ft)
#2, Douglas Blvd @ Folsom Rd	EBL		
Existing plus Project		100	74
	EBT		
Existing plus Project		-	305

Source: *Highway Capacity Manual (HCM)* methodology per Synchro® v9.
Note: Site driveway is located approximately 140-feet west of Folsom Rd.

As shown in **Table 4**, the intersection operates acceptably according to the City's Guidelines (75% of intersections at LOS C or better during the AM and PM peak-hours) during the peak-hour. **Table 5** displays that the eastbound through queuing extends past the site driveway during the AM peak-hour.

Conclusions

The following are the primary conclusions based on the analyses discussed herein:

- This study focused only on the AM peak-hour. As a result, there could be trip characteristics that occur throughout the day that are different than those documented herein. Nevertheless, it is the AM peak-hour during which the site's operations are anticipated to be critical.
- The following are the key findings of this evaluation:
 1. *Insufficient throat depth at the site's Douglas Boulevard driveway via the alley-* when combined with #2 below, this driveway configuration is anticipated to result in frequent vehicle conflicts and spillback onto Douglas Boulevard. According to the project site plan, it does not appear to be possible to achieve the required throat depth.
 2. *The maximum drive-thru queue is anticipated to reach 350-feet thereby spilling out of the project site and into the adjacent parcels-* when combined with #1 above, this well documented operational dynamic (see sample sites' observed queuing data) is anticipated to result in frequent vehicle conflicts (both on- and off-site) and spillback onto Douglas Boulevard, and create on-site parking and circulation (vehicles and pedestrians) challenges.
 3. *The need for a right-turn curb taper at the Douglas Boulevard driveway-* the adjacent parcel's restaurant has its patio located at the back of sidewalk. As a result, the required right-turn curb taper would conflict with and likely require the removal of this feature.

4. *Egress-only would be difficult to design and enforce-* if implemented, the egress only configuration would require design considerations to allow for effective one-way operation. Due to the limited space, physical measures would likely not be appropriate thereby leaving signing and striping to reinforce the configuration.
- Due to the site's limited size and access, the most viable mitigation measure to avoid spillback onto Douglas Boulevard during peak-periods would be conversion to an egress only configuration for the portion of the alley between Douglas Boulevard and the site's drive-thru exit lane. This access change would eliminate the potential conflicts that are reasonably anticipated to occur under typical and recurring conditions. However, after review and consideration, this mitigation would not be viable for the following reasons:
 1. Access for eastbound Douglas Boulevard traffic would be essentially eliminated due to the eastbound u-turn restriction at Folsom Road and Harding Boulevard, and the presence of the Folsom Road median at the adjacent parcel's access driveway.
 2. During the AM peak-hour when the eastbound Douglas Boulevard queue from the Folsom Road signal extends past the site driveway, exiting vehicles destined for points to the east may experience excessive delay and, although the subject driveway would be egress only, the drive-thru queue and on-site conflicts would only be magnified.
 3. This access modification would need to be accompanied by a reduction to the existing narrow, concrete median along Douglas Boulevard by approximately 25-feet to enable exiting vehicles to more comfortably enter the eastbound lanes, in particular the eastbound left-turn lane approaching the Folsom Road signal. However, this median modification would compromise the existing access restrictions for the easternmost driveway of the property located along the south side of Douglas Boulevard at this location.

Attachments:

Exhibit 1 – Vicinity Map

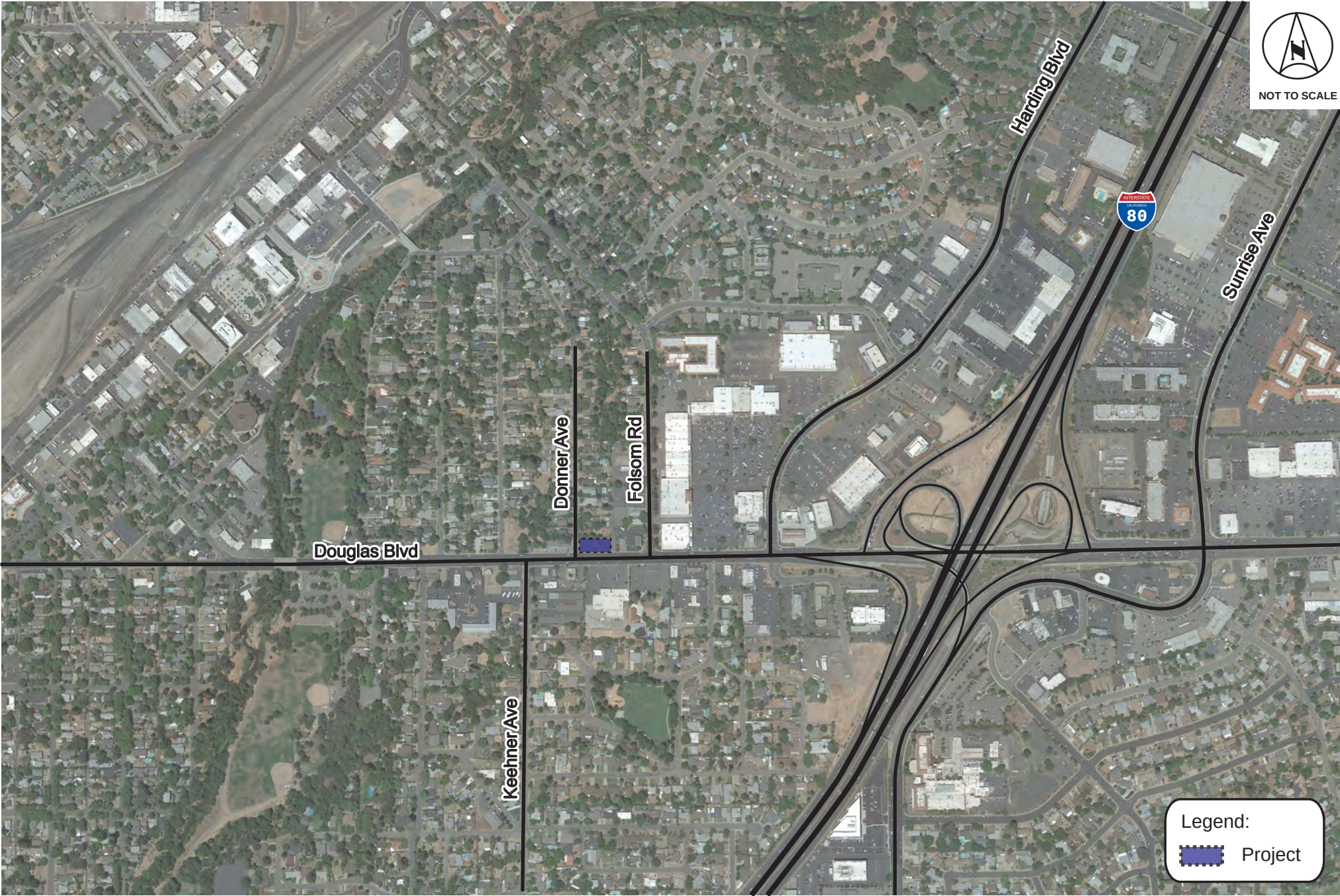
Exhibit 2 – Project Layout

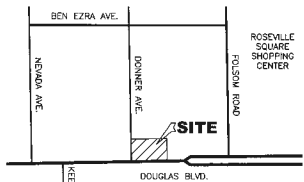
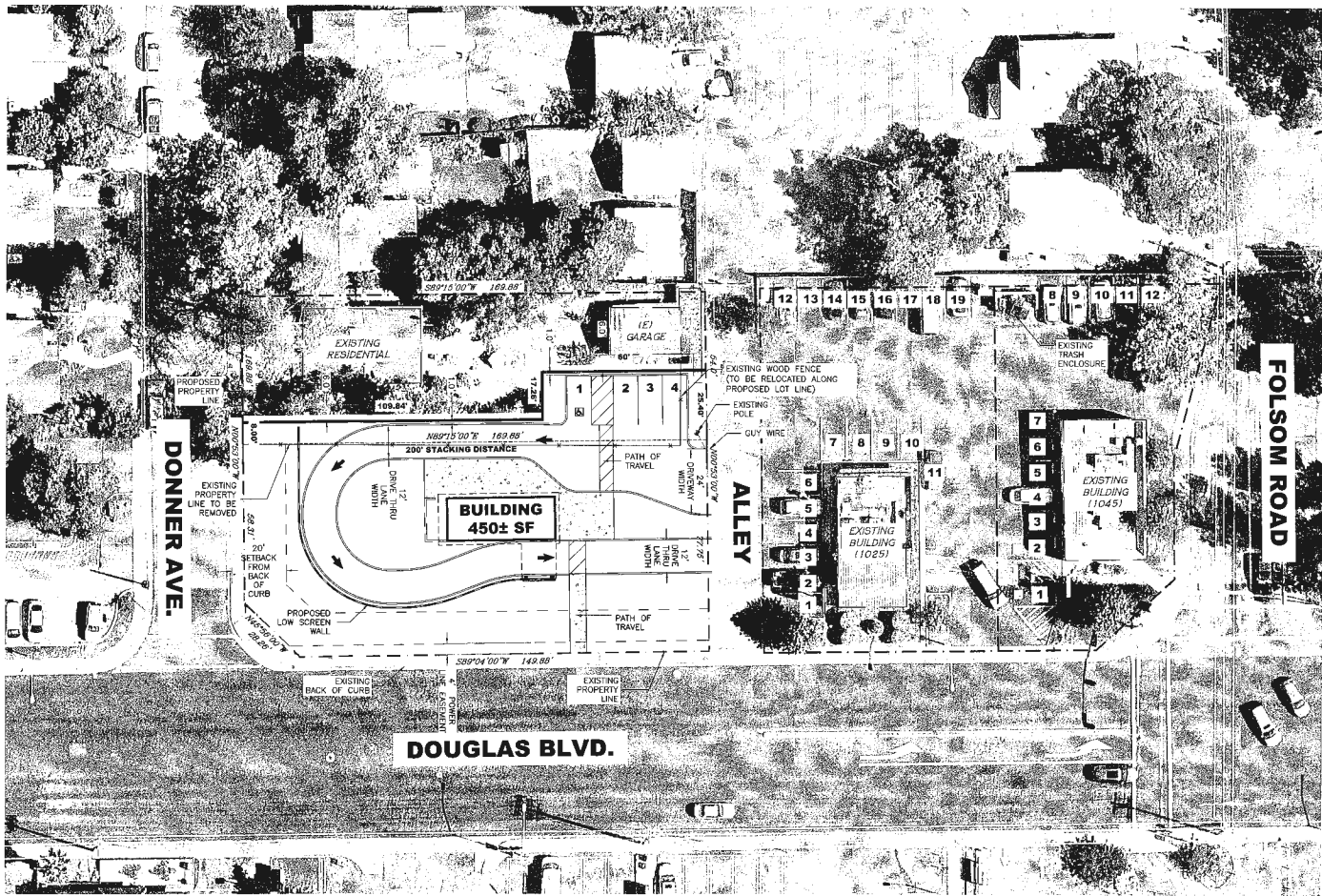
Exhibit 3 – Study Intersections, Traffic Control, and Lane Geometries

Exhibit 4 – Existing (2016) and Existing (2016) plus Proposed Project Peak-Hour Volumes

Attachment A – Traffic Count Data Sheets

Attachment B – Analysis Worksheets





VICINITY MAP
N.T.S.

OWNER

JMAC PROPERTIES, LLC
332 E. BIDWELL STREET
FOLSOM, CA 95630
PHONE: (916) 956-4100
CONTACT: JOHN MCINTOSH

DEVELOPER/APPLICANT:

ETHAN CONRAD PROPERTIES
1300 NATIONAL DRIVE, SUITE 100
SACRAMENTO, CA 95834
PHONE: (916) 779-1000
CONTACT: ETHAN CONRAD & CHASE BURKE

ENGINEER:

RSC ENGINEERING, INC.
2250 DOUGLAS BLVD., SUITE 150
ROSEVILLE, CA 95661
PHONE: (916) 788-2884
CONTACT: TIFFANY WILSON

APN:

013-194-027 & 013-194-012

LOT SIZE:

0.35± & 0.12± ACRES

GENERAL PLAN:

CC COMMUNITY COMMERCIAL (INFILL SPECIFIC PLAN AREA)

ZONING:

CC COMMUNITY COMMERCIAL (INFILL SPECIFIC PLAN AREA)

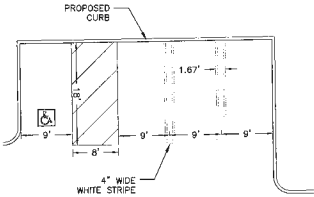
BUILDING SIZE:

450± S.F.

PARKING:

PARKING REQUIRED: 9 STALLS
PARKING PROVIDED*: 4 STALLS (3 STANDARD & 1 ADA)

*CROSS ACCESS AND PARKING PROPOSED WITH ADJACENT PROPERTIES UNDER SAME OWNERSHIP



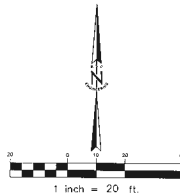
1 PROPOSED PARKING ENLARGEMENT DETAIL
SCALE: 1"=10'

LEGEND

- EXISTING BOUNDARY
- NEW LOT LINE
- LOT LINE TO BE REMOVED
- BUILDING SETBACK
- LOW SCREEN WALL

PARKING TABLE

ADDRESS	BLDG AREA	PARKING REQUIRED	PARKING PROPOSED
1017 DOUGLAS BLVD.	450 SF	9 STALLS	4 STALLS
1025 DOUGLAS BLVD.	1,421 SF	14 STALLS	19 STALLS
1045 DOUGLAS BLVD.	1,237 SF	12 STALLS	12 STALLS
TOTAL	3,108 SF	35 STALLS	35 STALLS



ETHAN CONRAD
PROPERTIES

DATE	BY	DESCRIPTION



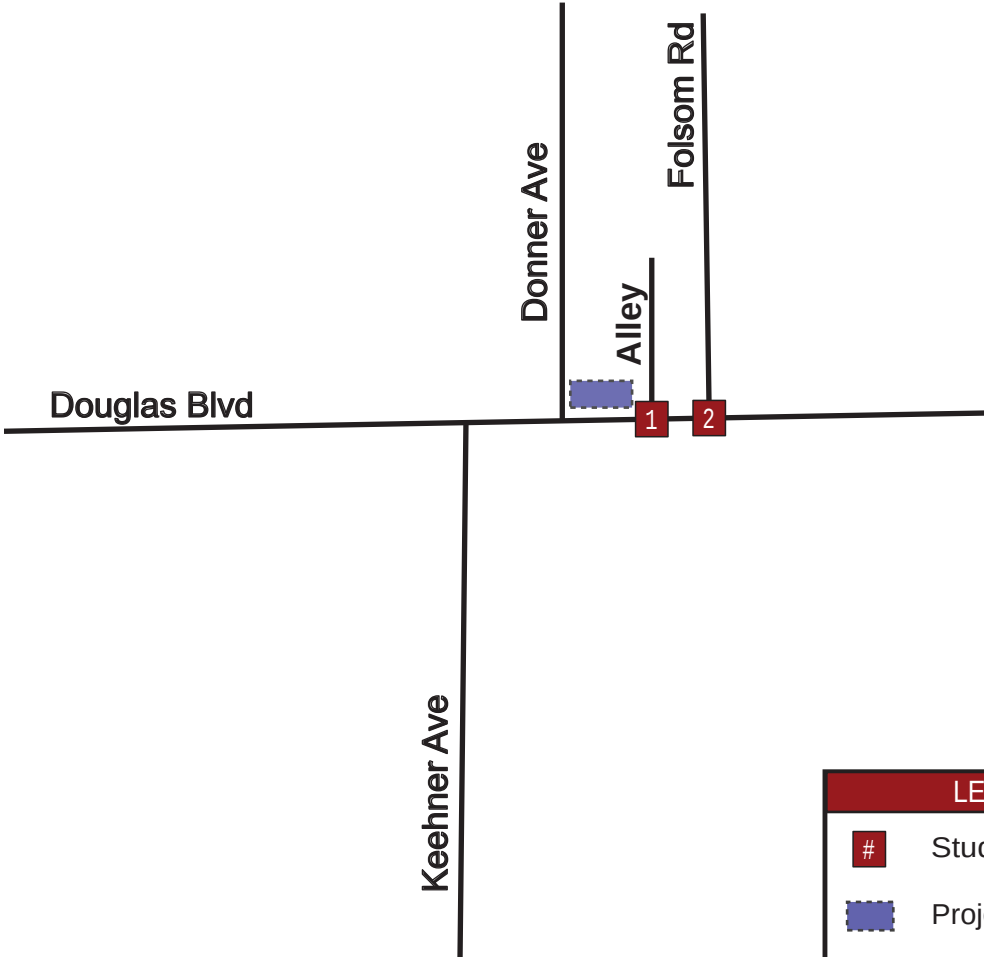
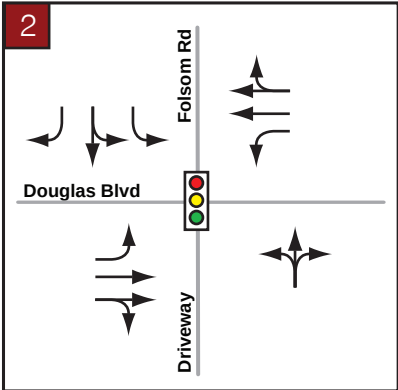
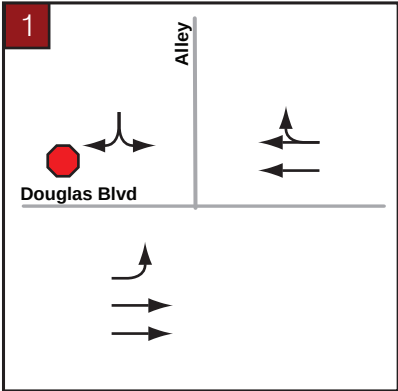
PROJECT NO: 158-002
DRAWN BY: RSC Eng
CHECKED BY: RSC Eng
DESIGNED BY: RSC Eng

PRELIMINARY SITE PLAN
DRIVE-THRU COFFEE KIOSK
1017 DOUGLAS BLVD. & 229 DONNER AVE.
ROSEVILLE, CA 95678

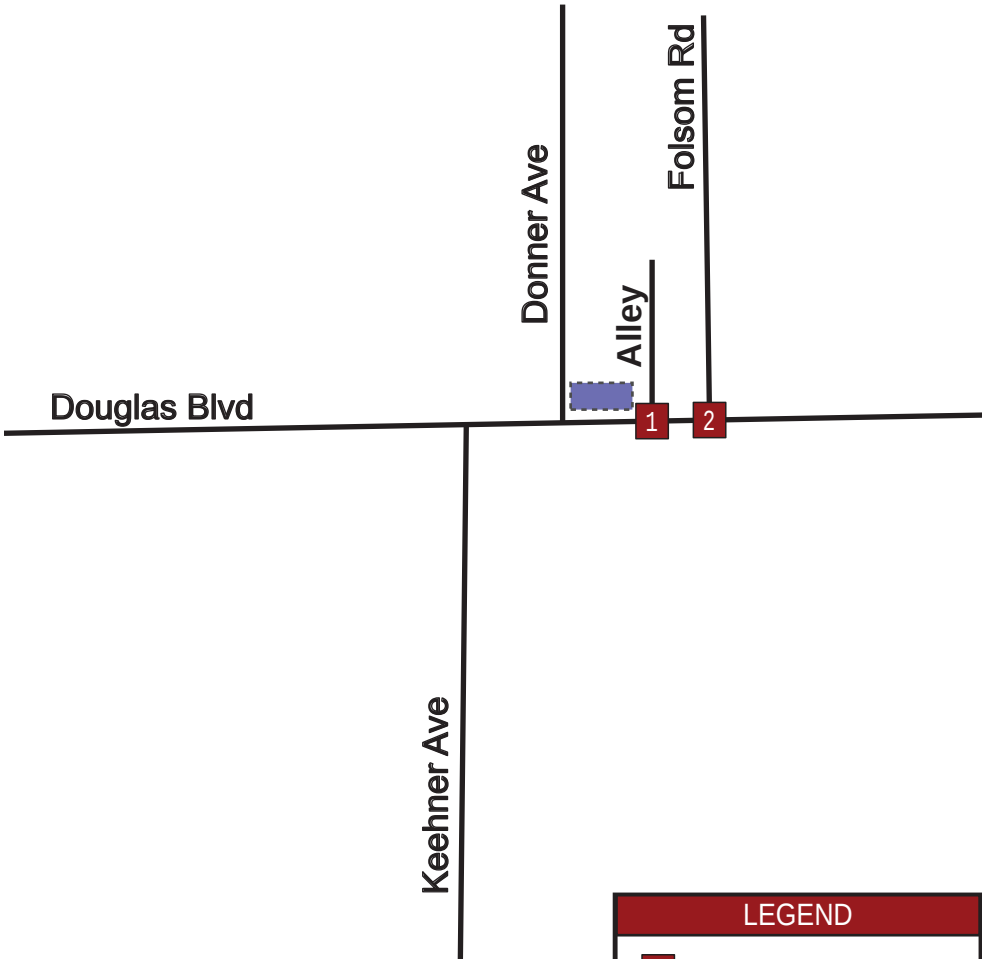
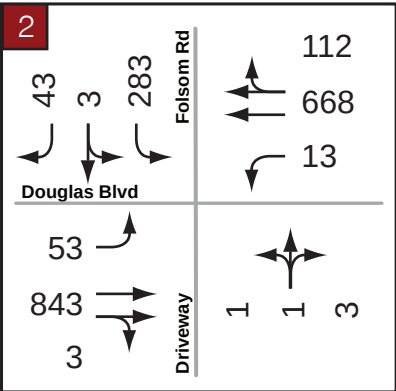
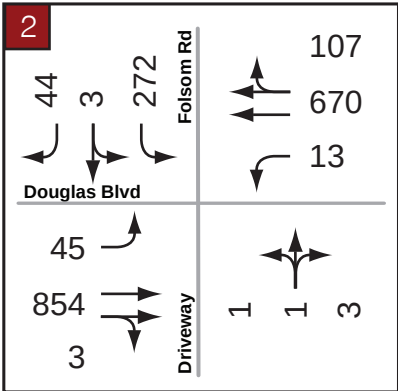
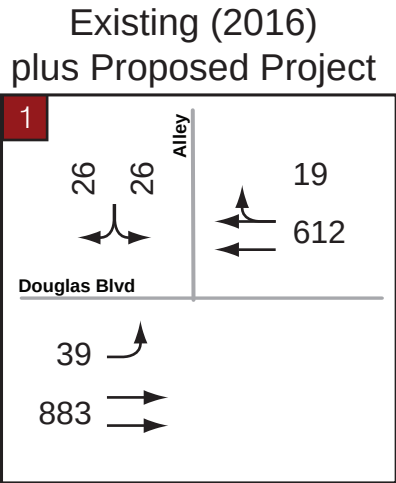
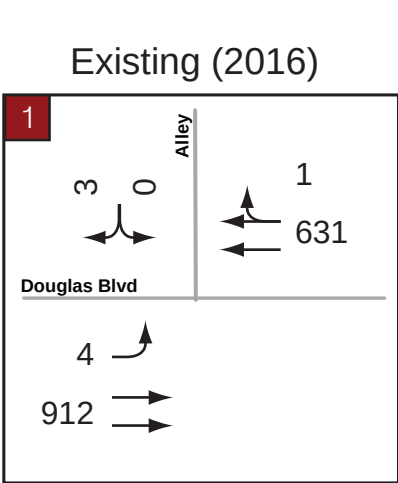
SHEET TITLE
**PRELIMINARY
SITE PLAN**

SHEET NO.
SP1
OF 1

DATE: SEPTEMBER 26, 2018



LEGEND	
#	Study Intersection
	Project
	Signalized Study Intersection
	Stop-controlled Approach



LEGEND	
#	Study Intersection
■	Project
##	Peak-Hour Volume

Attachment A
Traffic Count Data Sheets

National Data and Surveying Services			
Job #: 16-7898-001 Location: Starbucks Dwy & 1241 Pleasant Grove Blvd City: Roseville			
Date: 12/1/2016 Day: Saturday			
Drive-through			
Time	Max Queue	IN	OUT
6:00 AM	6	12	7
6:15 AM	5	9	9
6:30 AM	3	11	10
6:45 AM	10	18	14
7:00 AM	11	15	15
7:15 AM	17	18	16
7:30 AM	16	17	16
7:45 AM	16	19	20
8:00 AM	13	19	15
8:15 AM	11	18	19
8:30 AM	11	16	15
8:45 AM	14	16	16

National Data and Surveying Services					
Job #: 16-7898-002 Location: Dutch Bros. Dwy & 1225 Baseline Rd City: Roseville					
Date: 12/1/2016 Day: Thursday					
		Drive-through Queue		Parking	
Time	Max Queue	IN	OUT	IN	OUT
6:00 AM	5	4	4	6	3
6:15 AM	10	14	9	10	7
6:30 AM	9	14	10	9	6
6:45 AM	7	17	15	7	5
7:00 AM	8	13	13	10	8
7:15 AM	13	11	13	8	9
7:30 AM	12	15	16	3	9
7:45 AM	7	18	20	4	4
8:00 AM	7	20	18	3	1
8:15 AM	8	11	14	7	6
8:30 AM	8	14	20	8	8
8:45 AM	13	16	17	5	8

National Data and Surveying Services

Job #: 16-7898-003
Location: Dutch Bros. Dwy & 3450 Sunset Blvd
City: Rocklin

Date: 12/1/2016
Day: Thursday

Time	Max Queue (Southern Entrance)	Southern Driveway Ins	Southern Driveway Outs	Max Queue (Northern Entrance)	Northern Driveway Ins	Northern Driveway Outs
6:00 AM	4	8	9	4	8	4
6:15 AM	5	10	13	5	6	6
6:30 AM	4	13	14	5	12	9
6:45 AM	7	17	17	5	8	8
7:00 AM	9	21	19	8	9	12
7:15 AM	8	23	18	8	4	7
7:30 AM	10	20	24	7	2	5
7:45 AM	7	24	26	6	7	6
8:00 AM	7	18	20	6	8	3
8:15 AM	6	13	20	5	6	2
8:30 AM	11	29	18	12	8	3
8:45 AM	9	18	19	10	3	10

National Data and Surveying Services

City of Roseville
All Vehicles & Uturns On Unshifted
Nothing On Bank 1
Nothing On Bank 2

(323) 782-0090
info@ndsdata.com

File Name : 16-7899-001 Douglas Blvd & Bet. Donner Ave and Folsom Rd
Date : 12/1/2016

Unshifted Count = All Vehicles & Uturns

	Douglas Blvd Southbound					Bet. Donner Ave and Folsom Rd Westbound					Douglas Blvd Northbound					Bet. Donner Ave and Folsom Rd Eastbound					Total	Uturns Total
START TIME	LEFT	THRU	RIGHT	UTURNS	APP.TOTAL	LEFT	THRU	RIGHT	UTURNS	APP.TOTAL	LEFT	THRU	RIGHT	UTURNS	APP.TOTAL	LEFT	THRU	RIGHT	UTURNS	APP.TOTAL		
6:00	0	0	1	0	1	0	32	0	1	33	0	0	0	0	0	0	50	0	0	50	84	1
6:15	0	0	0	0	0	0	39	0	0	39	0	0	0	0	0	1	75	0	0	76	115	0
6:30	0	0	0	0	0	0	70	0	0	70	0	0	0	0	0	0	79	0	0	79	149	0
6:45	0	0	1	0	1	0	120	0	0	120	0	0	0	0	0	0	92	0	0	92	213	0
Total	0	0	2	0	2	0	261	0	1	262	0	0	0	0	0	1	296	0	0	297	561	1
7:00	0	0	0	0	0	0	93	0	0	93	0	0	0	0	0	0	125	0	0	125	218	0
7:15	0	0	1	0	1	0	159	1	0	160	0	0	0	0	0	1	156	0	0	157	318	0
7:30	0	0	1	0	1	0	156	0	0	156	0	0	0	0	0	0	207	0	0	207	364	0
7:45	0	0	0	0	0	0	192	0	0	192	0	0	0	0	0	2	245	0	0	247	439	0
Total	0	0	2	0	2	0	600	1	0	601	0	0	0	0	0	3	733	0	0	736	1339	0
8:00	0	0	1	0	1	0	145	1	0	146	0	0	0	0	0	2	218	0	0	220	367	0
8:15	0	0	1	0	1	0	138	0	0	138	0	0	0	0	0	0	242	0	0	242	381	0
8:30	0	0	2	0	2	0	127	0	0	127	0	0	0	0	0	3	202	0	0	205	334	0
8:45	1	0	1	0	2	0	140	0	0	140	0	0	0	0	0	5	192	0	0	197	339	0
Total	1	0	5	0	6	0	550	1	0	551	0	0	0	0	0	10	854	0	0	864	1421	0
Grand Total	1	0	9	0	10	0	1411	2	1	1414	0	0	0	0	0	14	1883	0	0	1897	3321	1
Apprch %	10.0%	0.0%	90.0%	0.0%		0.0%	99.8%	0.1%	0.1%		0.0%	0.0%	0.0%	0.0%		0.7%	99.3%	0.0%	0.0%			
Total %	0.0%	0.0%	0.3%	0.0%	0.3%	0.0%	42.5%	0.1%	0.0%	42.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.4%	56.7%	0.0%	0.0%	57.1%	100.0%	

AM PEAK HOUR	Douglas Blvd Southbound					Bet. Donner Ave and Folsom Rd Westbound					Douglas Blvd Northbound					Bet. Donner Ave and Folsom Rd Eastbound					Total
START TIME	LEFT	THRU	RIGHT	UTURNS	APP.TOTAL	LEFT	THRU	RIGHT	UTURNS	APP.TOTAL	LEFT	THRU	RIGHT	UTURNS	APP.TOTAL	LEFT	THRU	RIGHT	UTURNS	APP.TOTAL	
Peak Hour Analysis From 07:30 to 08:30																					
Peak Hour For Entire Intersection Begins at 07:30																					
7:30	0	0	1	0	1	0	156	0	0	156	0	0	0	0	0	0	207	0	0	207	364
7:45	0	0	0	0	0	0	192	0	0	192	0	0	0	0	0	2	245	0	0	247	439
8:00	0	0	1	0	1	0	145	1	0	146	0	0	0	0	0	2	218	0	0	220	367
8:15	0	0	1	0	1	0	138	0	0	138	0	0	0	0	0	0	242	0	0	242	381
Total Volume	0	0	3	0	3	0	631	1	0	632	0	0	0	0	0	4	912	0	0	916	1551
% App Total	0.0%	0.0%	100.0%	0.0%		0.0%	99.8%	0.2%	0.0%		0.0%	0.0%	0.0%	0.0%		0.4%	99.6%	0.0%	0.0%		
PHF	.000	.000	.750	.000	.750	.000	.822	.250	.000	.823	.000	.000	.000	.000	.000	.500	.931	.000	.000	.927	.883

Turning Movement Volume Report

12/1/2016

Douglas & Folsom (332)

Intersection: 63

Date & Time	N				S				E				W				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
12/01/16 06:00-06:14	0	0	0	0	43	1	4	47	1	48	0	49	0	33	2	35	131
12/01/16 06:15-06:29	0	0	0	0	47	1	2	49	7	74	0	81	1	50	4	54	184
12/01/16 06:30-06:44	0	0	0	0	56	1	0	56	1	80	0	81	0	84	7	91	228
12/01/16 06:45-06:59	0	0	0	0	53	1	2	55	3	92	0	95	0	145	10	155	305
12/01/16 07:00-07:14	0	1	1	1	48	1	3	51	3	135	1	138	3	104	9	115	305
12/01/16 07:15-07:29	0	1	1	1	77	1	5	82	6	176	1	182	1	181	15	197	462
12/01/16 07:30-07:44	0	0	0	0	58	1	6	64	8	191	1	199	0	168	14	181	444
12/01/16 07:45-07:59	0	0	0	0	76	1	14	90	9	245	1	255	4	235	21	259	604
12/01/16 08:00-08:14	1	0	2	1	74	1	14	88	15	183	1	198	4	155	14	173	460
12/01/16 08:15-08:29	1	0	2	1	63	1	10	73	13	235	1	248	5	155	15	175	497
12/01/16 08:30-08:44	1	1	3	3	89	1	5	94	9	194	1	203	7	148	14	169	469
12/01/16 08:45-08:59	3	2	6	10	102	1	7	109	8	182	1	190	11	177	19	206	515
Total:	6	5	15	17	789	9	72	858	83	1835	8	1919	36	1635	144	1810	4604
Approach %:	35%	29%	87%		91%	1%	8%		4%	95%	0%		1%	90%	7%		
Int. %:	0%	0%	0%	0%	17%	0%	1%	18%	1%	39%	0%	41%	0%	35%	3%	39%	

Turning Movement Volume Report

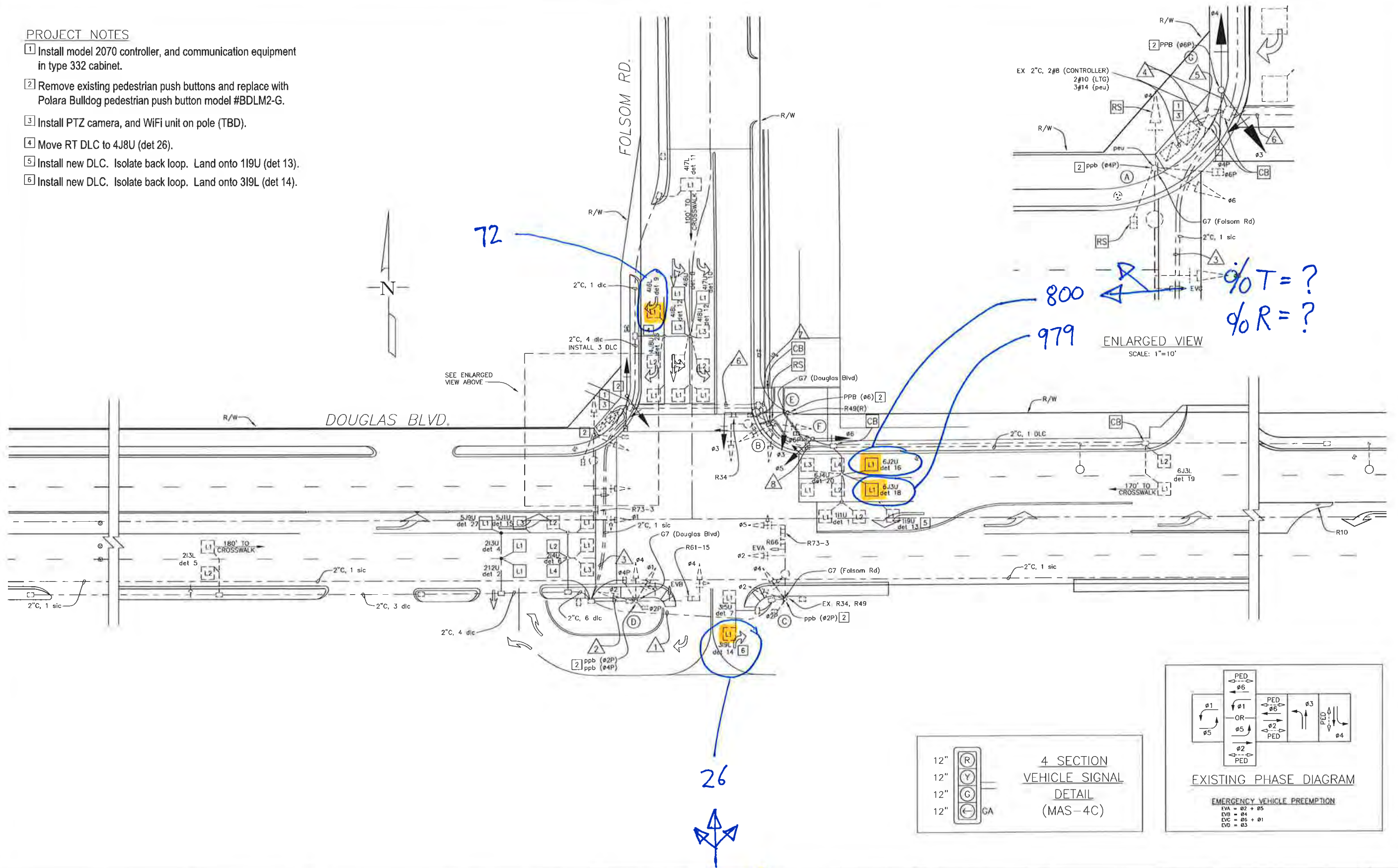
12/1/2016

Douglas & Keehner (332)

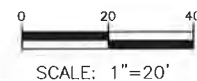
Intersection: 64

Date & Time	N				E				W								Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
12/01/16 06:00-06:14	4	0	15	19	0	35	1	35	4	27	0	31	0	0	0	0	85
12/01/16 06:15-06:29	7	0	14	21	0	67	2	69	10	33	0	43	0	0	0	0	133
12/01/16 06:30-06:44	5	0	13	18	0	71	2	73	3	65	0	68	0	0	0	0	159
12/01/16 06:45-06:59	4	0	22	26	0	68	2	69	4	115	0	119	0	0	0	0	214
12/01/16 07:00-07:14	5	0	25	30	0	95	2	97	6	89	0	95	0	0	0	0	222
12/01/16 07:15-07:29	10	0	43	53	0	147	4	150	18	136	0	154	0	0	0	0	357
12/01/16 07:30-07:44	4	0	29	33	0	169	4	172	24	117	0	141	0	0	0	0	346
12/01/16 07:45-07:59	12	0	59	71	0	202	5	206	37	144	0	181	0	0	0	0	458
12/01/16 08:00-08:14	13	0	40	53	0	169	3	172	28	99	0	127	0	0	0	0	352
12/01/16 08:15-08:29	17	0	74	91	0	174	3	177	16	113	0	129	0	0	0	0	397
12/01/16 08:30-08:44	10	0	45	55	0	165	4	169	13	97	0	110	0	0	0	0	334
12/01/16 08:45-08:59	8	0	15	23	0	168	3	171	16	125	0	141	0	0	0	0	335
Total:	99	0	394	493	0	1530	36	1560	179	1160	0	1339	0	0	0	0	3392
Approach %:	20%	0%	79%		0%	98%	2%		13%	86%	0%		0%	0%	0%		
Int. %:	2%	0%	11%	14%	0%	45%	1%	45%	5%	34%	0%	39%	0%	0%	0%	0%	

- 1 Install model 2070 controller, and communication equipment in type 332 cabinet.
- 2 Remove existing pedestrian push buttons and replace with Polara Bulldog pedestrian push button model #BDLM2-G.
- 3 Install PTZ camera, and WiFi unit on pole (TBD).
- 4 Move RT DLC to 4J8U (det 26).
- 5 Install new DLC. Isolate back loop. Land onto 119U (det 13).
- 6 Install new DLC. Isolate back loop. Land onto 319L (det 14).



REVISIONS			
NO	DESCRIPTION	DATE	BY

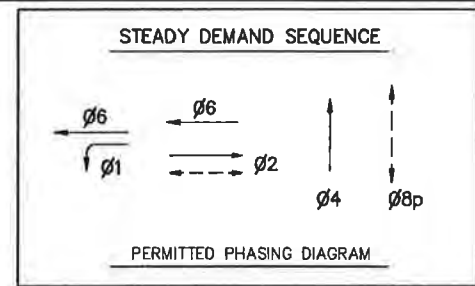


$\phi_{0L} = ?$
 $\phi_{0T} = ?$
 $\phi_{0R} = ?$

Designed By: TZ
 Drawn By: TZ
 Checked By: JS
 Drawing No.: 2008 ITS Upgrade
 Date: April 30, 2008

CITY OF ROSEVILLE
DOUGLAS BLVD./FOLSOM RD.
2008 ITS Upgrade (2070/332)

SHEET
1
-OF-
1



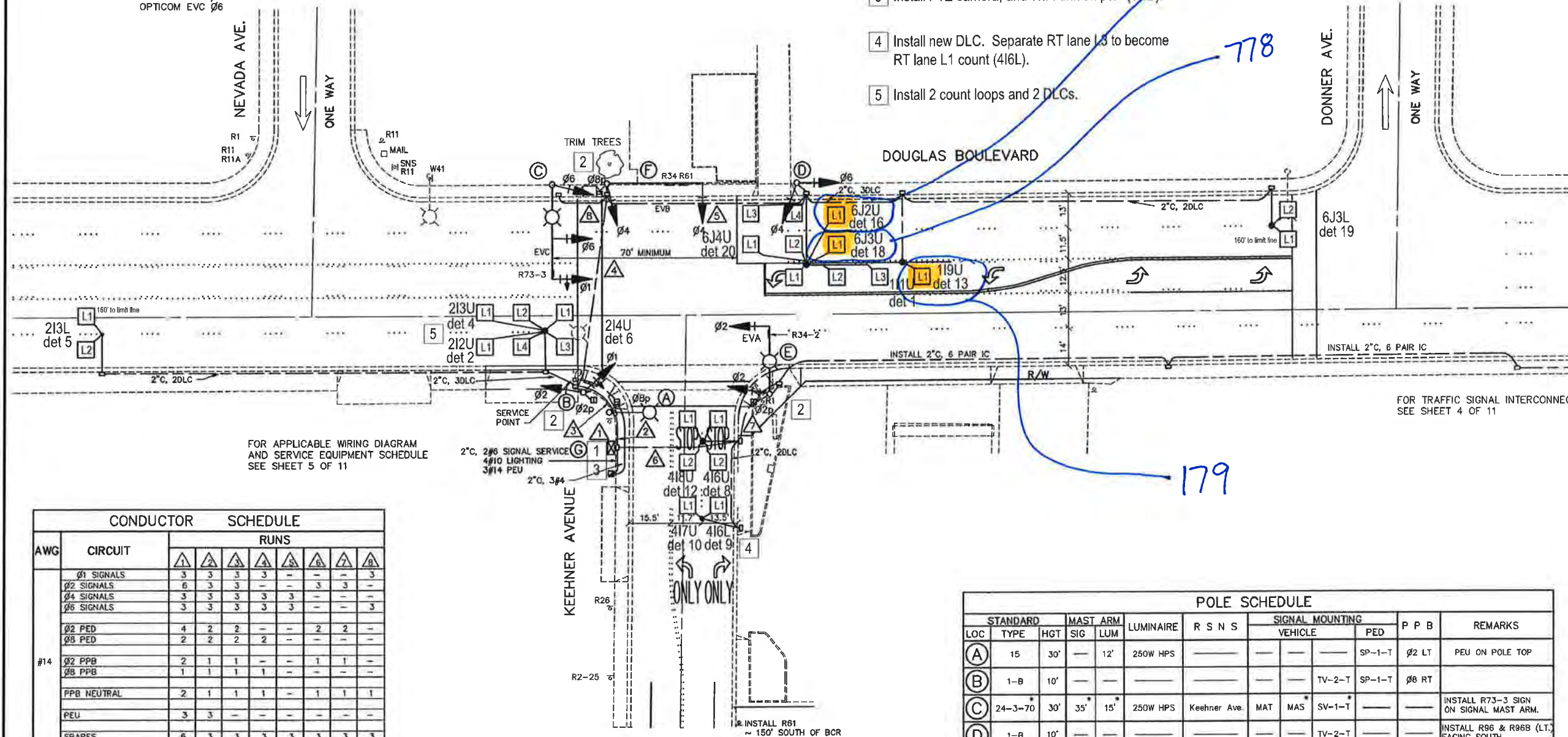
FLASHING OPERATION: ALL RED
EMERGENCY VEHICLE PRE-EMPTION:
OPTICOM EVA Ø2
OPTICOM EVB Ø4
OPTICOM EVC Ø6

Project Notes:

- 1 Install model 2070 controller, and communication equipment in type 332 cabinet.
- 2 Remove existing pedestrian push buttons and replace with Polara Bulldog pedestrian push button model #BDLM2-G.
- 3 Install PTZ camera, and WiFi unit on pole (TBD).
- 4 Install new DLC. Separate RT lane L3 to become RT lane L1 count (4I6L).
- 5 Install 2 count loops and 2 DLCs.



R61-2



FOR APPLICABLE WIRING DIAGRAM
AND SERVICE EQUIPMENT SCHEDULE
SEE SHEET 5 OF 11

FOR TRAFFIC SIGNAL INTERCONNECT
SEE SHEET 4 OF 11

CONDUCTOR		SCHEDULE							
AWG	CIRCUIT	RUNS							
		1	2	3	4	5	6	7	8
#14	Ø1 SIGNALS	3	3	3	3	3	3	3	3
	Ø2 SIGNALS	6	3	3	3	3	3	3	3
	Ø4 SIGNALS	3	3	3	3	3	3	3	3
	Ø6 SIGNALS	3	3	3	3	3	3	3	3
	Ø2 PED	4	2	2	2	2	2	2	2
	Ø6 PED	2	2	2	2	2	2	2	2
	Ø2 PPB	2	1	1	1	1	1	1	1
	Ø6 PPB	1	1	1	1	1	1	1	1
	PPB NEUTRAL	2	1	1	1	1	1	1	1
	PEU	3	3	3	3	3	3	3	3
#10	SIGNAL COMMON	2	1	1	1	1	1	1	1
	LIGHTING	3	3	3	3	3	3	3	3
	SIGNAL SERVICE	2	2	2	2	2	2	2	2
	6-PAIR IC CABLE	1	1	1	1	1	1	1	1
DLC	EVD CABLE	3	2	2	2	2	2	2	2
	Ø1 DETECTORS	2	2	2	2	2	2	2	2
	Ø2 DETECTORS	3	3	3	3	3	3	3	3
	Ø4 DETECTORS	4	4	4	4	4	4	4	4
	Ø6 DETECTORS	3	3	3	3	3	3	3	3
	TOTAL	12	8	8	8	8	8	8	8
MINIMUM CONDUIT SIZE		2-3"	3"	3"	3"	3"	3"	2"	2"

POLE SCHEDULE										
STANDARD			MAST ARM		LUMINAIRE	R S N S	SIGNAL MOUNTING			REMARKS
LOC	TYPE	HGT	SIG	LUM			VEHICLE	PED	P P B	
(A)	15	30'	—	12'	250W HPS	—	—	—	SP-1-T	Ø2 LT
(B)	1-B	10'	—	—	—	—	—	—	SP-1-T	Ø6 RT
(C)	24-3-70	30'	35'	15'	250W HPS	Keehner Ave.	MAT	MAS	SV-1-T	INSTALL R73-3 SIGN ON SIGNAL MAST ARM.
(D)	1-B	10'	—	—	—	—	—	—	—	INSTALL R96 & R96B (LT.) FACING SOUTH
(E)	19-3-70	30'	25'	15'	250W HPS	Keehner Ave.	—	MAS	SV-1-T	INSTALL R96 & R96B (RT.) FACING NORTH. INSTALL R34-2 ON SIGNAL MAST ARM.
(F)	23-4-70	17'	35'	—	—	Douglas Blvd.	—	MAS	SV-1-T	INSTALL R61 & R34 SIGNS ON SIGNAL MAST ARM. INSTALL SHAFT MOUNTED R34 FACING SOUTH.
(G)	INSTALL MODEL 170 CONTROLLER IN TYPE 332 CABINET.									

* RELOCATED FROM CIRBY/RIVERSIDE INTERSECTION (SEE SHEET 8)

BENCH MARK
ELEVATION _____ DATUM _____

DESIGN BY: TZ
DRAWN BY: TZ
CHECKED BY: JS
SCALE: NONE
DATE: Apr. 15, 2008
PROJECT NO: CMAQ 2

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 774-5339



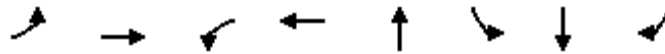
2008 ITS Upgrade (2070/332)
Douglas & Keehner

CITY OF ROSEVILLE CALIFORNIA

Attachment B
Analysis Worksheets

Douglas Boulevard Coffee Kiosk
2: Driveway/Folsom Rd & Douglas Blvd

Existing plus Proposed Project
AM Peak



Lane Group	EBL	EBT	WBL	WBT	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	60	961	17	1026	6	161	164	49
v/c Ratio	0.25	0.51	0.09	0.61	0.03	0.44	0.44	0.12
Control Delay	34.3	11.5	36.5	16.5	28.8	29.5	29.6	1.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	34.3	11.5	36.5	16.5	28.8	29.5	29.6	1.9
Queue Length 50th (ft)	20	79	6	146	1	55	56	0
Queue Length 95th (ft)	74	305	27	278	11	153	155	6
Internal Link Dist (ft)		120		458	380		462	
Turn Bay Length (ft)	100		50			65		50
Base Capacity (vph)	540	2505	667	2655	365	784	786	787
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.11	0.38	0.03	0.39	0.02	0.21	0.21	0.06
Intersection Summary								

Douglas Boulevard Coffee Kiosk
2: Driveway/Folsom Rd & Douglas Blvd

Existing plus Proposed Project
AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	53	843	3	13	668	112	1	1	3	283	3	43
Future Volume (veh/h)	53	843	3	13	668	112	1	1	3	283	3	43
Number	5	2	12	1	6	16	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1900	1863	1900	1863	1863	1863
Adj Flow Rate, veh/h	60	958	3	17	879	147	1	1	4	324	0	49
Adj No. of Lanes	1	2	0	1	2	0	0	1	0	2	0	1
Peak Hour Factor	0.88	0.88	0.88	0.76	0.76	0.76	0.70	0.70	0.70	0.88	0.88	0.88
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	76	1958	6	22	1549	259	2	2	7	501	0	224
Arrive On Green	0.04	0.54	0.54	0.01	0.51	0.51	0.01	0.01	0.01	0.14	0.00	0.14
Sat Flow, veh/h	1774	3619	11	1774	3035	508	276	276	1103	3548	0	1583
Grp Volume(v), veh/h	60	468	493	17	512	514	6	0	0	324	0	49
Grp Sat Flow(s),veh/h/ln	1774	1770	1861	1774	1770	1773	1654	0	0	1774	0	1583
Q Serve(g_s), s	2.0	9.7	9.7	0.6	11.7	11.7	0.2	0.0	0.0	5.0	0.0	1.6
Cycle Q Clear(g_c), s	2.0	9.7	9.7	0.6	11.7	11.7	0.2	0.0	0.0	5.0	0.0	1.6
Prop In Lane	1.00		0.01	1.00		0.29	0.17		0.67	1.00		1.00
Lane Grp Cap(c), veh/h	76	957	1007	22	903	905	11	0	0	501	0	224
V/C Ratio(X)	0.79	0.49	0.49	0.77	0.57	0.57	0.57	0.00	0.00	0.65	0.00	0.22
Avail Cap(c_a), veh/h	515	1240	1304	637	1240	1243	339	0	0	1577	0	704
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	27.7	8.4	8.4	28.8	9.9	9.9	29.0	0.0	0.0	23.7	0.0	22.3
Incr Delay (d2), s/veh	16.0	0.4	0.4	42.7	0.6	0.6	40.7	0.0	0.0	1.4	0.0	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.3	4.8	5.0	0.5	5.7	5.7	0.2	0.0	0.0	2.6	0.0	0.7
LnGrp Delay(d),s/veh	43.8	8.8	8.8	71.5	10.4	10.4	69.7	0.0	0.0	25.2	0.0	22.8
LnGrp LOS	D	A	A	E	B	B	E			C		C
Approach Vol, veh/h	1021				1043		6				373	
Approach Delay, s/veh	10.8				11.4		69.7				24.8	
Approach LOS	B				B		E				C	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2			4	5	6	8				
Phs Duration (G+Y+Rc), s	4.7	36.5			4.4	6.5	34.8	12.9				
Change Period (Y+Rc), s	4.0	4.9			4.0	4.0	4.9	4.6				
Max Green Setting (Gmax), s	21.0	41.0			12.0	17.0	41.0	26.0				
Max Q Clear Time (g_c+I1), s	2.6	11.7			2.2	4.0	13.7	7.0				
Green Ext Time (p_c), s	0.0	16.9			0.0	0.1	16.2	1.2				
Intersection Summary												
HCM 2010 Ctrl Delay	13.4											
HCM 2010 LOS	B											
Notes												

Memorandum

To: Marc Stout, P.E.
City Engineer, City of Roseville

From: Chris Gregerson, P.E., T.E.
Matt Weir, P.E., T.E., PTOE

Re: *Douglas Boulevard Coffee Kiosk*
Traffic Evaluation
Roseville, California

Date: July 19, 2018

Per your request and authorization, we have prepared this traffic evaluation for the above referenced project.

Project Understanding

Kimley-Horn understands that a drive-thru coffee kiosk is proposed for the vacant site located at 1017 Douglas Boulevard (see **Exhibit 1**). The adjacent properties (1025 and 1045 Douglas Boulevard) are under the same ownership as the proposed project and are described as sharing access and parking across all three parcels. According to the project applicant, when all three uses are considered, the parking supply required by the City will be exceeded. The proposed project consists of an approximately 800-square foot building and a drive-thru lane that provides approximately 350-feet for vehicle stacking (see **Exhibit 2**). Access to the proposed project will be from Douglas Boulevard via the existing alley located between 1017 and 1025, as well as to and from Folsom Road through 1025 and 1045¹. The proposed site was examined in a previous traffic evaluation memorandum prepared by Kimley-Horn dated January 26, 2017. Since that memo, an additional parcel at 229 Donner Way has been acquired in order to provide additional storage and parking on the site.

The purpose of this analysis is to expand on the previous analysis of the proposed project's updated access points, to determine the amount of storage and/or driveway treatments that are necessary to ensure safe and efficient operations, to determine potential impacts to surrounding residential roadways, and to approximate and confirm adequate drive-thru storage.

Study Facilities and Evaluation Parameters

The following two intersections (see **Exhibit 3**) are included in this access evaluation. **Exhibit 3** details the study intersections' geometries while **Exhibit 4** details the peak-hour volumes. Traffic counts are provided in **Attachment A**. For each location, traffic/access control and the primary evaluation parameter(s) are described below:

1. Douglas Boulevard @ Existing Alley
 - Access assumed to be ingress only (*was previously evaluated as full access*)
 - Primary considerations are the need for turn restrictions, a right-turn deceleration lane, and the minimum required throat depth (MRTD)

¹ Although depicted as full access in Exhibit 2, this technical analysis assumes an ingress only configuration for the Douglas Boulevard access at the existing alley (Intersection #1). This assumption was incorporated primarily based on the access conflicts and other access concerns noted in previous iterations of this analysis.

2. Douglas Boulevard @ Folsom Road

- o Existing traffic signal
- o Primary consideration is anticipated mix of volumes with project volumes, with a focus on the left-turn movements and queuing along Folsom Road

The access evaluation was conducted for the weekday AM peak-hour for the following conditions:

A. Existing Conditions plus Proposed Project

The access evaluation was performed for the time period and analysis scenario listed above. Methods defined in the *Highway Capacity Manual, 2010*, using appropriate traffic analysis software, were applied.

Assessment of Proposed Project

Trip Generation

Kimley-Horn completed a trip generation study in a manner consistent with the methodology contained in the *Trip Generation Manual, 9th Edition*, published by the Institute of Transportation Engineers (ITE). According to ITE, five sites are preferred (three minimum) to complete this study. Using the square footages (gross floor area) for three sample locations with drive-thru facilities (Starbucks, 1241 Pleasant Grove Boulevard – Roseville; Dutch Bros., 1225 Baseline Road – Roseville; Dutch Bros., 3450 Sunset Boulevard – Rocklin), we were able to develop a unique local trip generation rate (trips per thousand square feet). The data associated with this evaluation are presented in **Table 1**.

Table 1 – Trip Generation Data

Location	Size (ksf)	Ins	Outs	Total	Max Queue	Peak Hour
Dutch Bros Rocklin	0.45	110	117	227	12	7:00 - 8:00
Dutch Bros Roseville	0.86	84	92	176	13	8:00 - 9:00
Starbucks Roseville	0.50	73	70	143	17	7:30 - 8:30
<i>Calculated Rate (#trips/ksf):</i>		<i>166</i>	<i>166</i>	<i>332</i>		
Proposed Project	0.80	133	133	266		
<i>Local Pass-by Reduction:</i>		<i>71</i>	<i>71</i>	<i>142</i>		
<i>Regional Pass-by Reduction:</i>		<i>47</i>	<i>47</i>	<i>94</i>		
<i>Total Pass-by Reduction (Total 89%):</i>		<i>118</i>	<i>118</i>	<i>236</i>		
<i>Net new trips:</i>		<i>15</i>	<i>15</i>	<i>30</i>		

Note: The Dutch Bros in Rocklin data is normalized using ksf to enable integration with the other sites' data. Pass-by reduction is per ITE Land Use 938a

The data contained in **Table 1** indicate that the weighted average of the sample sites' data (weighted by the sites' square footage) is 332 total AM peak-hour trips (166 in and 166 out) per thousand square feet (ksf). Using this unique, local rate and an appropriate pass-by reduction as provided by ITE, the proposed project is anticipated to generate 15 new in, and 15 new out trips during the AM peak-hour. However, the proposed project's 266 total peak-hour trips are used to approximate driveway volumes in this analysis. Finally, the data collected show an average maximum drive thru queue of 14 vehicles (approximated to be 350-feet assuming each vehicle is 25-feet in length).

It should be noted that the previous memorandum completed by Kimley-Horn completed a trip generation for a 450 SF (0.45 ksf) facility. This facility was expected to generate 150 total AM peak-hour trips (vs. 266 total AM peak-hour trips), and 18 total new trips after the pass-by reduction was taken (vs. 30 total new trips).

Trip Distribution

The distribution of project traffic was developed based on existing project area roadway volumes, general knowledge of project area traffic patterns, StreetLight origin-destination (O-D) data, and engineering judgement. StreetLight O-D Data was obtained for an existing Dutch Brothers in Rocklin. This data provides an understanding on where vehicles are originating, allowing for the determination of whether traffic for the proposed development will be generated from the local area or a broader regional area. O-D data was also utilized to determine the origin and destination of pass-by trips to the development. Project trips were assigned to the study intersections and the surrounding roadway network according to these patterns. AM peak-hour volumes for Existing and Existing (2016) plus Proposed Project Conditions are reflected in **Exhibit 4**. AM peak-hour volumes for neighboring local roads are shown in **Exhibit 5**.

Traffic Assessment Methodology

As previously discussed, the purpose of this analysis is to evaluate the proposed project's access points, to determine the amount of storage and/or driveway treatments that are necessary to ensure safe and efficient operations, and to approximate and confirm adequate drive-thru storage.

This traffic evaluation included consideration of vehicle queuing entering the site and the Minimum Required Throat Depth (MRTD) at the Douglas Boulevard site driveway. For this evaluation, the City's guidelines² were referenced to determine the driveways' MRTD and median left-turn storage required for entering vehicles. In addition, these guidelines were referenced to determine the need for a right-turn deceleration lane. Finally, Synchro was used to evaluate the anticipated operations at the adjacent signalized study intersection of Douglas Boulevard and Folsom Road.

Minimum Required Throat Depth (MRTD) & Median Left-Turn Storage

The MRTD was calculated for the Douglas Boulevard site driveway. **Table 2** summarizes the findings of the MRTD evaluation based on the City's guidelines². In addition, the minimum storage length was calculated for the median left-turn entering the project site.

Table 2 – MRTD and Left-Turn Storage for Douglas Boulevard Driveway, AM Peak-Hour

INT	TS	ConfVol (Left,Maj)	ConfVol (Left,Minor)	ConfVol (Right)	LT In	RT In	App Vol	RT%	Required Storage	Minimum Required Throat Depth (MRTD)
1	1	640	1478	640	50	79	0	0%	75	N/A

Note: All volumes come from the Existing plus Proposed Project scenario

MRTD

- Intersection #1, as currently proposed per **Exhibit 2**, would not be restricted as ingress-only. However, due to the potential conflict with egressing vehicles attempting to make a left-turn, it is recommended by the City of Roseville that restricting Intersection #1 to ingress only should be studied as a viable option. As a result, the MRTD standards are not applicable. The purpose of the MRTD is to allow stacking distance for egressing vehicles¹, and with no egressing vehicles no throat depth is required.

Left-Turn Storage

- The existing storage for those left-turns attempting to enter the project from eastbound Douglas Boulevard is sufficient for the calculated required distance of 75-feet.

² Section 4 Traffic Impact Studies, City of Roseville Design Standards, January 2016.

Right-Turn Deceleration Lane

- The focus of this evaluation was on the right-turn movement into the project site at the Douglas Boulevard site driveway. According to the City's guidelines³, a right-turn deceleration lane is required when all four of the following conditions are satisfied:
 - A. The driveway is located on an arterial or expressway.
 - B. Right turn ingress volume is expected to exceed fifty (50) during peak hour flows on the roadway. For right turn ingress volumes between ten (10) and fifty (50) a right turn curb taper shall be constructed in conformance with the Standard Drawings.
 - C. There is ample room and frontage to fit a deceleration lane as determined by the City Engineer.
 - D. The travel speed of the roadway, as determined by the City Engineer, equals or exceeds 45 mph.

The requirements and the conditions are summarized in **Table 3**. Based on these guidelines, the Douglas Boulevard site driveway intersection does not require a right-turn deceleration lane based on travel speed and the ample room and frontage requirements. A curb taper may be required at this location instead based on city guidelines.

Table 3 – Douglas Boulevard Deceleration Lane

Roadway	Time Period	Located on Arterial or Expressway?	Right Turn Volume	Right Turn Volume over 50?	Ample Room and Frontage?	85th Percentile Travel Speed	Travel Speed ≥ 45 mph?	Deceleration Lane Appropriate?
Project Driveway	AM	Yes	69	Yes	No	36.8	No	No

Signalized Intersection Queuing and Operations

In an effort to confirm if the operations at the intersection of Douglas Boulevard and Folsom Road affect the project's Douglas Boulevard site driveway, Synchro was used to determine the anticipated 95th percentile vehicle queues, delay, and Level of Service (LOS) under Existing plus Project Conditions. **Table 4** summarizes the delay and LOS at the intersection while **Table 5** summarizes the queuing for select movements. Analysis worksheets are provided in **Attachment B**.

Table 4 – Intersection Level of Service for Existing plus Project Conditions

ID	Intersection	Peak Hour	Existing (2016) plus Project	
			Delay (sec)	LOS
2	Douglas Blvd @ Folsom Rd	AM	14.6	B

Table 5 – Intersection Queuing for Existing plus Project Conditions

Intersection / Analysis Scenario	Movement	AM Peak-Hour	
		Available Storage (ft)	95 th % Queue (ft)
#2, Douglas Blvd @ Folsom Rd	EBL		
	Existing plus Project	100	67
	EBT		
	Existing plus Project	-	303
Source: Highway Capacity Manual (HCM) methodology per Synchro® v9. Note: Site driveway is located approximately 140-feet west of Folsom Rd.			

³ Section 5 Site Access, City of Roseville Design Standards, January 2016.

As shown in **Table 4**, the intersection operates acceptably according to the City's Guidelines (75% of intersections at LOS C or better during the AM peak-hour) during the peak-hour. **Table 5** displays that the eastbound through queuing extends past the site driveway during the AM peak-hour. In addition, the City of Roseville provided videos of the eastbound approach of Douglas Boulevard from 6:00 AM – 9:00 AM on May 22, 2018, May 23, 2018, and May 24, 2018 to confirm queueing. Over the course of the three-day span, the eastbound through queue appeared to extend past the project driveway an average of nine (9) times per three-hour span.

Kimley-Horn collected videos of the southbound approach of Folsom Road from 6:00 AM – 9:00 AM on May 18, 2018 in an effort to confirm if the operations at the intersection of Douglas Boulevard at Folsom Road affect the project's shared Folsom Road site driveway. In review of this footage, it was found that queues extended past the driveway 25 total times during the three hours. However, in that three-hour span, all vehicles in the queue were able to enter to the intersection allowing for egressing vehicles to turn onto Folsom Road. Therefore, it is assumed with the addition of the proposed project, egressing vehicles that will use the Folsom Road driveway will be able to do so without causing internal circulation issues on the site.

Conclusions

The following are the primary conclusions based on the analyses discussed herein:

- This study focused only on the AM peak-hour. As a result, there could be trip characteristics that occur throughout the day that are different than those documented herein. Nevertheless, it is the AM peak-hour during which the site's operations are anticipated to be critical.
- The following are the key findings of this evaluation:
 1. *City of Roseville MRTD standards are not applicable at the alley along Douglas Boulevard (Intersection #1)* – The driveway at Intersection #1 will be restricted to ingress-only. As a result, MRTD standards are not applicable as they allow for egressing vehicles to stack.
 2. *The drive-thru length is expected to be adequate for typical queues* – based on the sample sites' observed queuing data, it is expected that the provided drive-thru queue length will be adequate. In addition, combined with the alley driveway being restricted to ingress-only, any queue spillbacks are expected to be contained on site. Excessive queue spillbacks will be directed towards the Folsom Road driveway and it is recommended that "KEEP CLEAR" pavement markings be installed along the alley to limit any vehicle conflicts for exiting vehicles wishing to access Folsom Road. It is also recommended that a Traffic Management Plan be utilized during the first few months of operation with a person on-site directing vehicles to ensure they do not block the alley.
 3. *Potential right-turn curb taper at the Douglas Boulevard driveway* – the adjacent parcel's restaurant has its patio located at the back of sidewalk. As a result, a right-turn curb taper at the alley would conflict with and likely require the removal of this feature. In addition, the travel speed of this section does not require a curb taper be installed.
 4. *Current site access restricts egress to the north* – Currently, a concrete median prevents left turns from the site onto Folsom Road. Vehicles leaving the site and access points north will have to exit onto Folsom Road, turn right onto Douglas Boulevard, turn right onto Donner Avenue, and turn right onto Ben Ezra Avenue to reach northbound Folsom Road. Although the volume of traffic heading north on Folsom Road is expected to be low, this routing may not be desirable. As a way to mitigate this routing, the median on Folsom Road could be opened at the site to allow left-turning traffic onto Folsom Road. "KEEP CLEAR" pavement markings should accompany the median opening so that southbound queues on Folsom Road do not restrict access out of the site. In addition, this modification should

also restrict access from left-turns in the northbound direction by installing a “NO LEFT TURN” sign at the median break. As a result, opening the median would not be anticipated to create a left-turn conflict.

5. *Queueing past the site driveway on Folsom Drive* – queueing along Folsom Road often extends past the site driveway during the AM Peak Hour. Despite this, the signal timing is such that the queue clears and any vehicles on the site wishing to access Folsom Road would be able to do so during a green light. “KEEP CLEAR” pavement markings proposed in Conclusion #4 above, while not required based on observations of the operation, would preserve access to the site when queues extend past the site driveway.

Attachments:

Exhibit 1 – Vicinity Map

Exhibit 2 – Project Layout

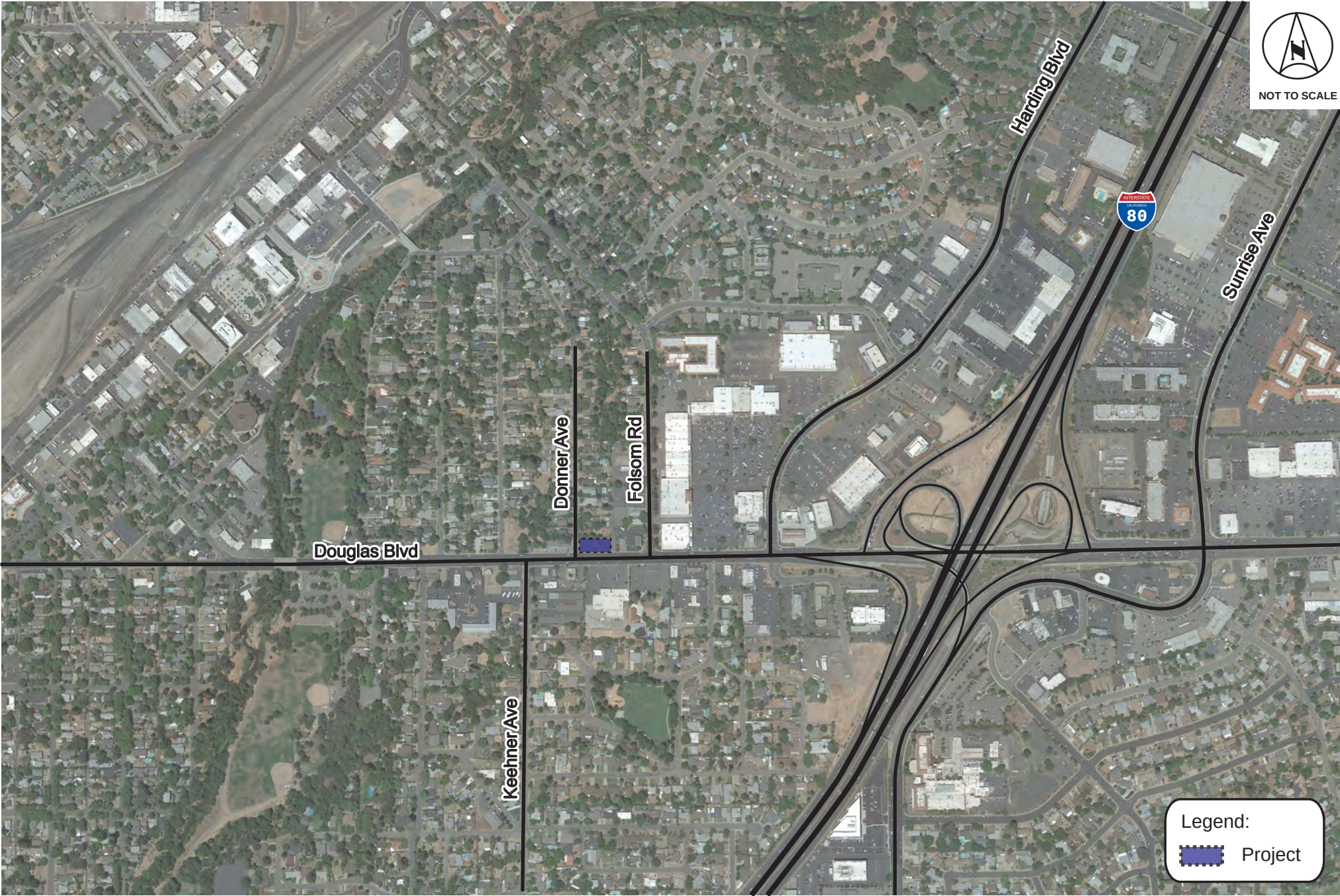
Exhibit 3 – Study Intersections, Traffic Control, and Lane Geometries

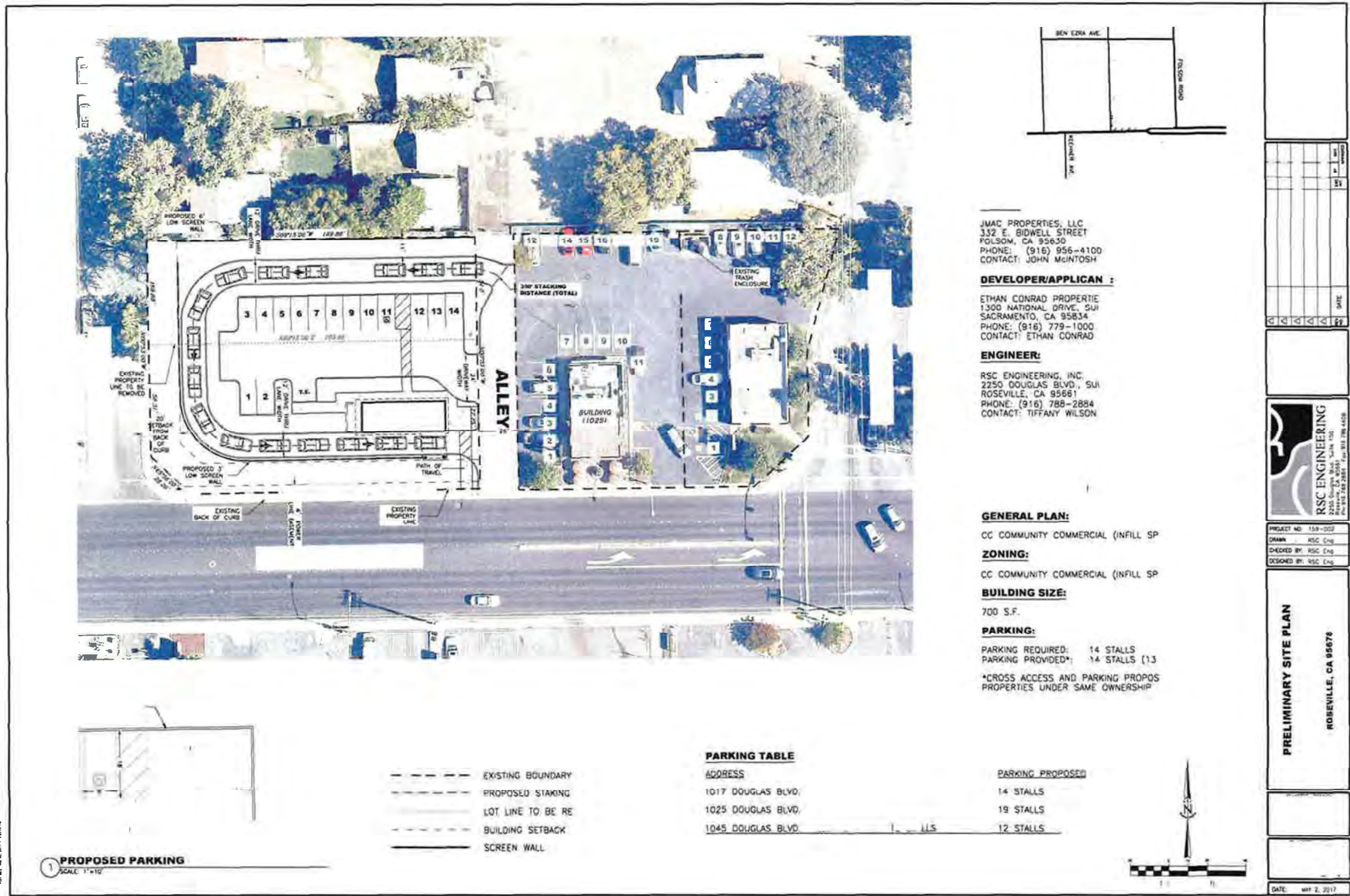
Exhibit 4 – Existing (2016) and Existing (2016) plus Proposed Project Peak-Hour Volumes

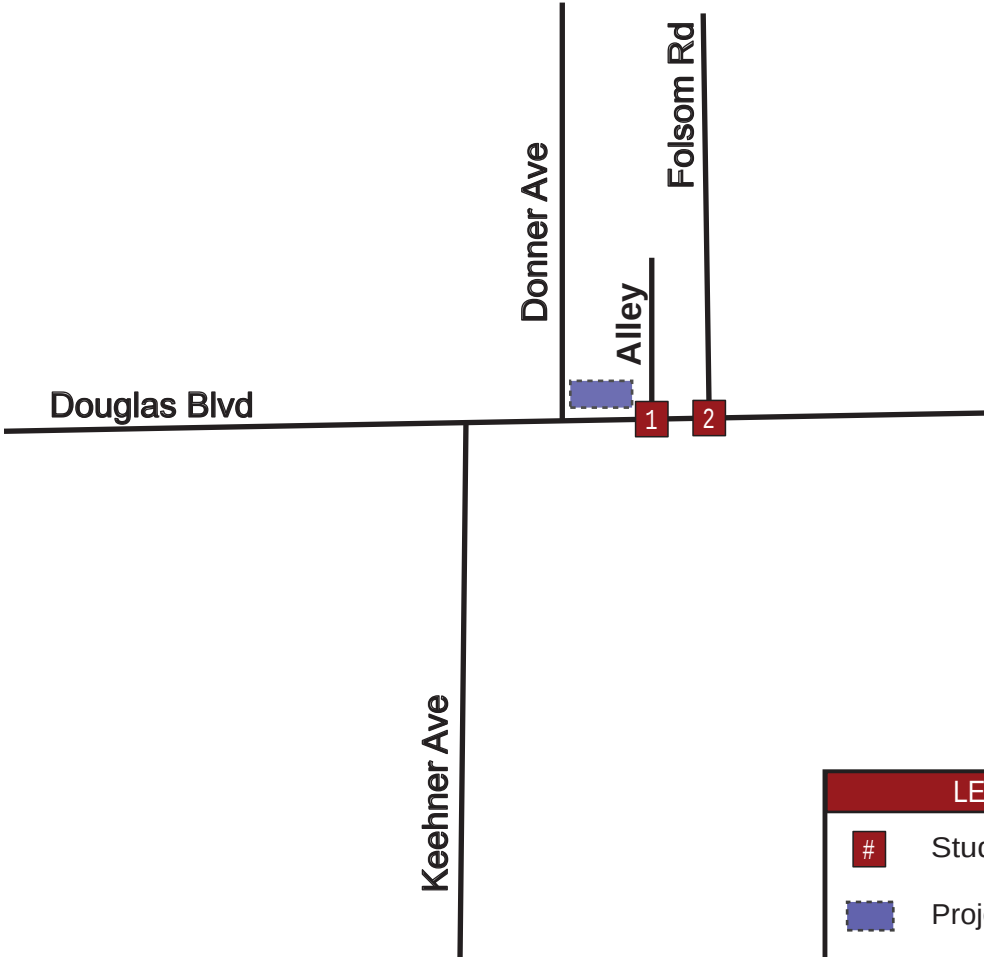
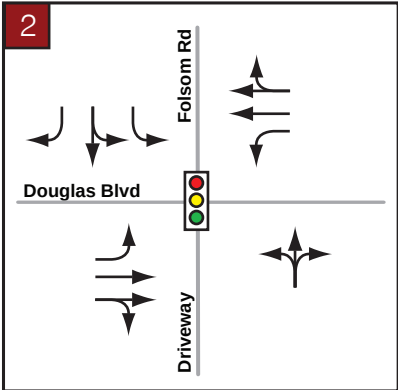
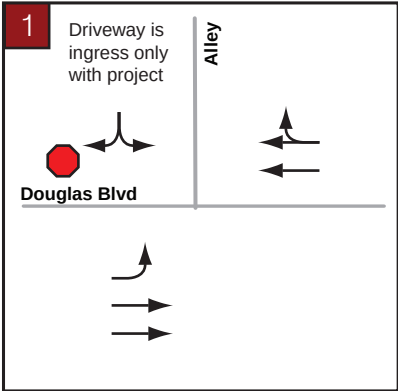
Exhibit 5 – Peak Hour Volumes for Local Roads.

Attachment A – Traffic Count Data Sheets

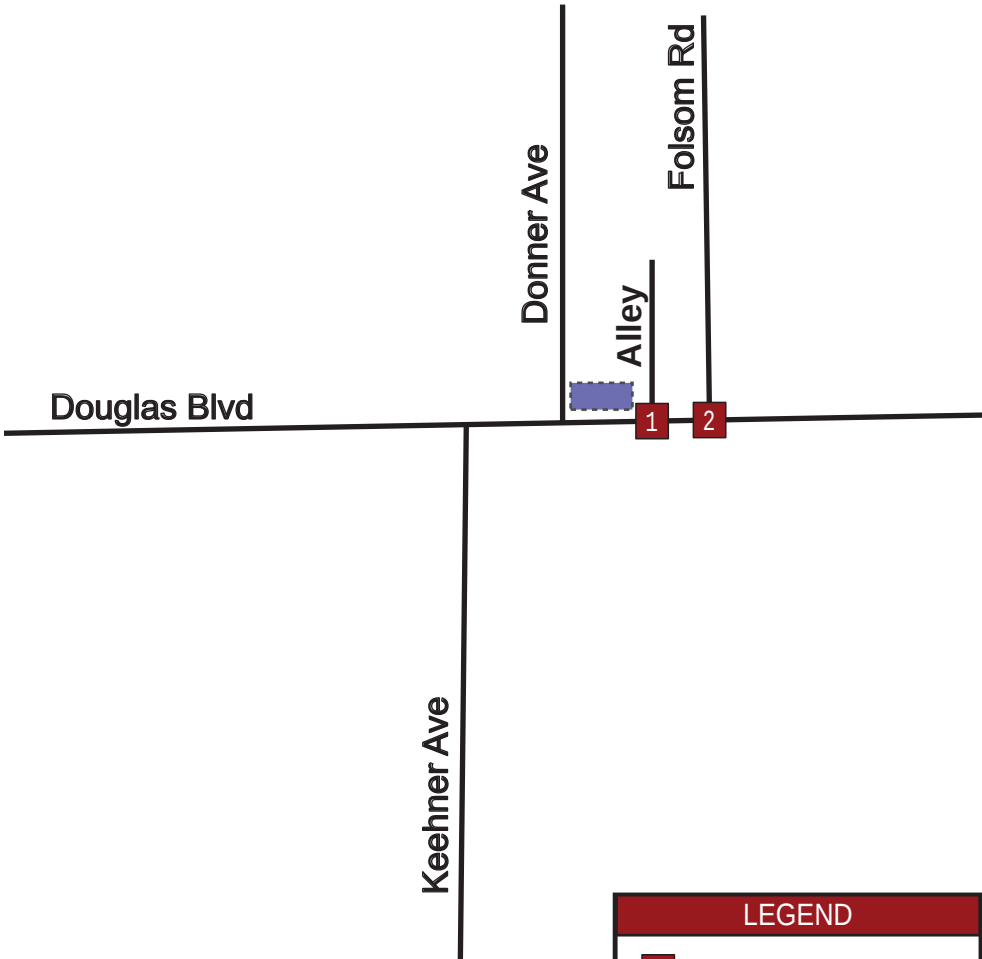
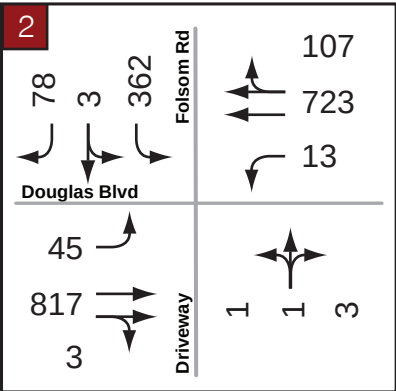
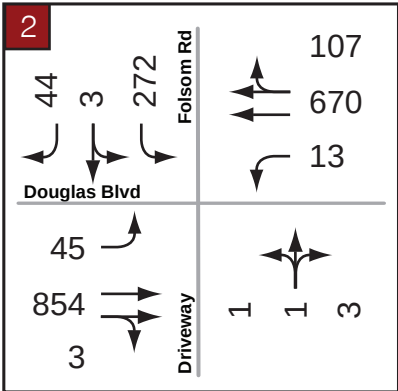
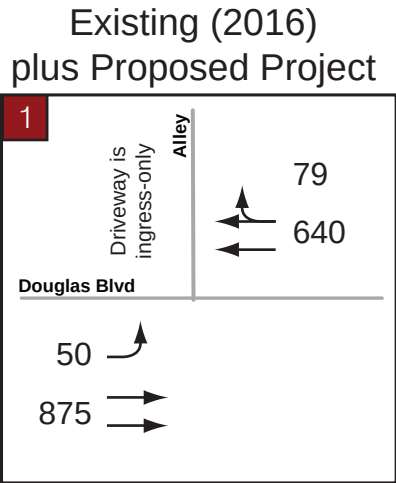
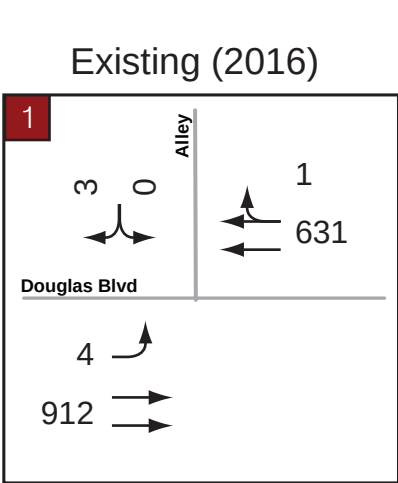
Attachment B – Analysis Worksheets





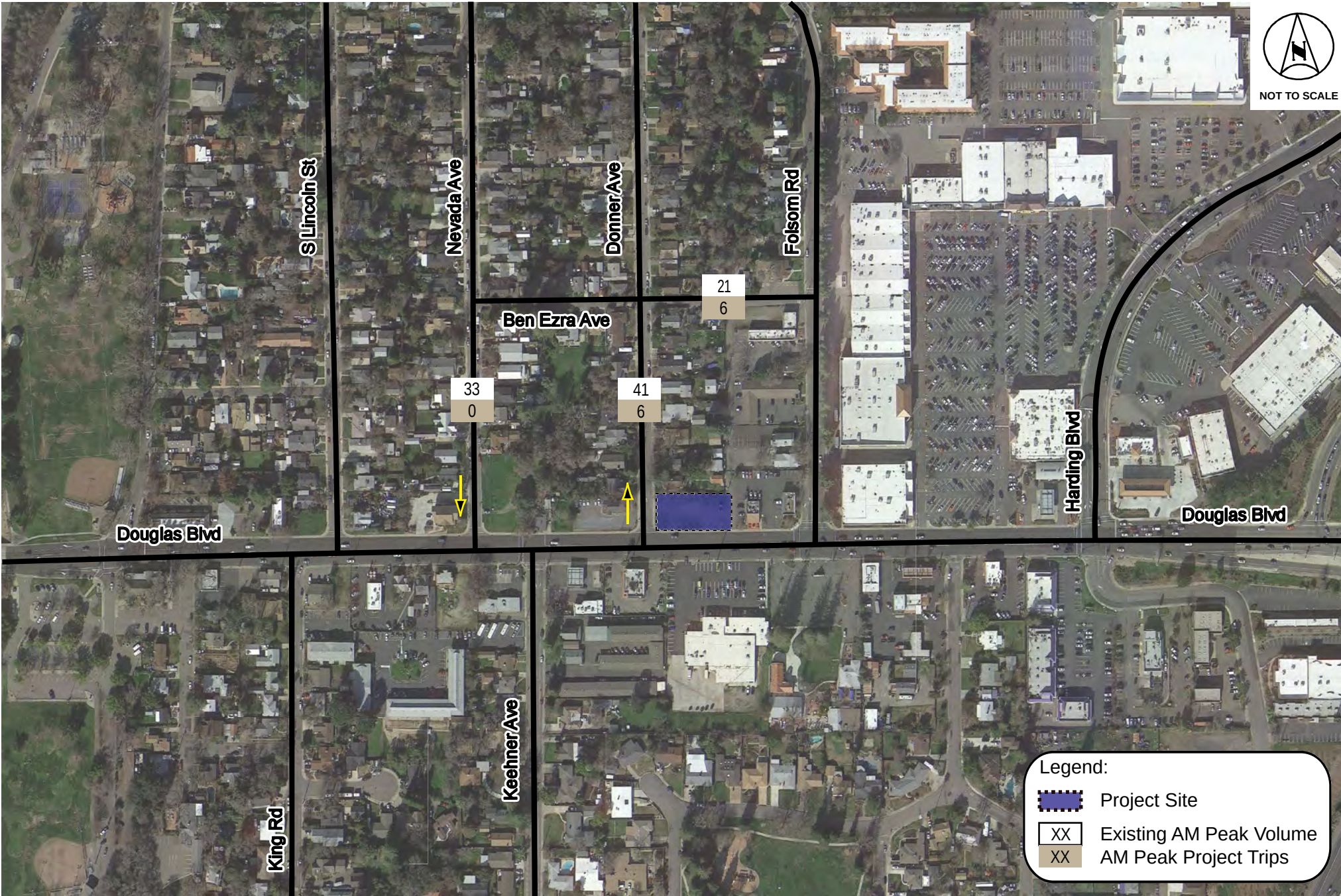


LEGEND	
#	Study Intersection
	Project
	Signalized Study Intersection
	Stop-controlled Approach



LEGEND	
#	Study Intersection
	Project
##	Peak-Hour Volume

City of Roseville: Douglas Boulevard Coffee Kiosk



Attachment A
Traffic Count Data Sheets

National Data and Surveying Services

City of Roseville
All Vehicles & Uturns On Unshifted
Nothing On Bank 1
Nothing On Bank 2

(323) 782-0090
info@ndsdata.com

File Name : 16-7899-001 Douglas Blvd & Bet. Donner Ave and Folsom Rd
Date : 12/1/2016

Unshifted Count = All Vehicles & Uturns

	Douglas Blvd Southbound					Bet. Donner Ave and Folsom Rd Westbound					Douglas Blvd Northbound					Bet. Donner Ave and Folsom Rd Eastbound					Total	Uturns Total
START TIME	LEFT	THRU	RIGHT	UTURNS	APP.TOTAL	LEFT	THRU	RIGHT	UTURNS	APP.TOTAL	LEFT	THRU	RIGHT	UTURNS	APP.TOTAL	LEFT	THRU	RIGHT	UTURNS	APP.TOTAL		
6:00	0	0	1	0	1	0	32	0	1	33	0	0	0	0	0	0	50	0	0	50	84	1
6:15	0	0	0	0	0	0	39	0	0	39	0	0	0	0	0	1	75	0	0	76	115	0
6:30	0	0	0	0	0	0	70	0	0	70	0	0	0	0	0	0	79	0	0	79	149	0
6:45	0	0	1	0	1	0	120	0	0	120	0	0	0	0	0	0	92	0	0	92	213	0
Total	0	0	2	0	2	0	261	0	1	262	0	0	0	0	0	1	296	0	0	297	561	1
7:00	0	0	0	0	0	0	93	0	0	93	0	0	0	0	0	0	125	0	0	125	218	0
7:15	0	0	1	0	1	0	159	1	0	160	0	0	0	0	0	1	156	0	0	157	318	0
7:30	0	0	1	0	1	0	156	0	0	156	0	0	0	0	0	0	207	0	0	207	364	0
7:45	0	0	0	0	0	0	192	0	0	192	0	0	0	0	0	2	245	0	0	247	439	0
Total	0	0	2	0	2	0	600	1	0	601	0	0	0	0	0	3	733	0	0	736	1339	0
8:00	0	0	1	0	1	0	145	1	0	146	0	0	0	0	0	2	218	0	0	220	367	0
8:15	0	0	1	0	1	0	138	0	0	138	0	0	0	0	0	0	242	0	0	242	381	0
8:30	0	0	2	0	2	0	127	0	0	127	0	0	0	0	0	3	202	0	0	205	334	0
8:45	1	0	1	0	2	0	140	0	0	140	0	0	0	0	0	5	192	0	0	197	339	0
Total	1	0	5	0	6	0	550	1	0	551	0	0	0	0	0	10	854	0	0	864	1421	0
Grand Total	1	0	9	0	10	0	1411	2	1	1414	0	0	0	0	0	14	1883	0	0	1897	3321	1
Apprch %	10.0%	0.0%	90.0%	0.0%		0.0%	99.8%	0.1%	0.1%		0.0%	0.0%	0.0%	0.0%		0.7%	99.3%	0.0%	0.0%			
Total %	0.0%	0.0%	0.3%	0.0%	0.3%	0.0%	42.5%	0.1%	0.0%	42.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.4%	56.7%	0.0%	0.0%	57.1%	100.0%	

AM PEAK HOUR	Douglas Blvd Southbound					Bet. Donner Ave and Folsom Rd Westbound					Douglas Blvd Northbound					Bet. Donner Ave and Folsom Rd Eastbound					Total
START TIME	LEFT	THRU	RIGHT	UTURNS	APP.TOTAL	LEFT	THRU	RIGHT	UTURNS	APP.TOTAL	LEFT	THRU	RIGHT	UTURNS	APP.TOTAL	LEFT	THRU	RIGHT	UTURNS	APP.TOTAL	
Peak Hour Analysis From 07:30 to 08:30																					
Peak Hour For Entire Intersection Begins at 07:30																					
7:30	0	0	1	0	1	0	156	0	0	156	0	0	0	0	0	0	207	0	0	207	364
7:45	0	0	0	0	0	0	192	0	0	192	0	0	0	0	0	2	245	0	0	247	439
8:00	0	0	1	0	1	0	145	1	0	146	0	0	0	0	0	2	218	0	0	220	367
8:15	0	0	1	0	1	0	138	0	0	138	0	0	0	0	0	0	242	0	0	242	381
Total Volume	0	0	3	0	3	0	631	1	0	632	0	0	0	0	0	4	912	0	0	916	1551
% App Total	0.0%	0.0%	100.0%	0.0%		0.0%	99.8%	0.2%	0.0%		0.0%	0.0%	0.0%	0.0%		0.4%	99.6%	0.0%	0.0%		
PHF	.000	.000	.750	.000	.750	.000	.822	.250	.000	.823	.000	.000	.000	.000	.000	.500	.931	.000	.000	.927	.883

Turning Movement Volume Report

12/1/2016

Douglas & Folsom (332)

Intersection: 63

Date & Time	N				S				E				W				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
12/01/16 06:00-06:14	0	0	0	0	43	1	4	47	1	48	0	49	0	33	2	35	131
12/01/16 06:15-06:29	0	0	0	0	47	1	2	49	7	74	0	81	1	50	4	54	184
12/01/16 06:30-06:44	0	0	0	0	56	1	0	56	1	80	0	81	0	84	7	91	228
12/01/16 06:45-06:59	0	0	0	0	53	1	2	55	3	92	0	95	0	145	10	155	305
12/01/16 07:00-07:14	0	1	1	1	48	1	3	51	3	135	1	138	3	104	9	115	305
12/01/16 07:15-07:29	0	1	1	1	77	1	5	82	6	176	1	182	1	181	15	197	462
12/01/16 07:30-07:44	0	0	0	0	58	1	6	64	8	191	1	199	0	168	14	181	444
12/01/16 07:45-07:59	0	0	0	0	76	1	14	90	9	245	1	255	4	235	21	259	604
12/01/16 08:00-08:14	1	0	2	1	74	1	14	88	15	183	1	198	4	155	14	173	460
12/01/16 08:15-08:29	1	0	2	1	63	1	10	73	13	235	1	248	5	155	15	175	497
12/01/16 08:30-08:44	1	1	3	3	89	1	5	94	9	194	1	203	7	148	14	169	469
12/01/16 08:45-08:59	3	2	6	10	102	1	7	109	8	182	1	190	11	177	19	206	515
Total:	6	5	15	17	789	9	72	858	83	1835	8	1919	36	1635	144	1810	4604
Approach %:	35%	29%	87%		91%	1%	8%		4%	95%	0%		1%	90%	7%		
Int. %:	0%	0%	0%	0%	17%	0%	1%	18%	1%	39%	0%	41%	0%	35%	3%	39%	

Turning Movement Volume Report

12/1/2016

Douglas & Keehner (332)

Intersection: 64

Date & Time	N				E				W								Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
12/01/16 06:00-06:14	4	0	15	19	0	35	1	35	4	27	0	31	0	0	0	0	85
12/01/16 06:15-06:29	7	0	14	21	0	67	2	69	10	33	0	43	0	0	0	0	133
12/01/16 06:30-06:44	5	0	13	18	0	71	2	73	3	65	0	68	0	0	0	0	159
12/01/16 06:45-06:59	4	0	22	26	0	68	2	69	4	115	0	119	0	0	0	0	214
12/01/16 07:00-07:14	5	0	25	30	0	95	2	97	6	89	0	95	0	0	0	0	222
12/01/16 07:15-07:29	10	0	43	53	0	147	4	150	18	136	0	154	0	0	0	0	357
12/01/16 07:30-07:44	4	0	29	33	0	169	4	172	24	117	0	141	0	0	0	0	346
12/01/16 07:45-07:59	12	0	59	71	0	202	5	206	37	144	0	181	0	0	0	0	458
12/01/16 08:00-08:14	13	0	40	53	0	169	3	172	28	99	0	127	0	0	0	0	352
12/01/16 08:15-08:29	17	0	74	91	0	174	3	177	16	113	0	129	0	0	0	0	397
12/01/16 08:30-08:44	10	0	45	55	0	165	4	169	13	97	0	110	0	0	0	0	334
12/01/16 08:45-08:59	8	0	15	23	0	168	3	171	16	125	0	141	0	0	0	0	335
Total:	99	0	394	493	0	1530	36	1560	179	1160	0	1339	0	0	0	0	3392
Approach %:	20%	0%	79%		0%	98%	2%		13%	86%	0%		0%	0%	0%		
Int. %:	2%	0%	11%	14%	0%	45%	1%	45%	5%	34%	0%	39%	0%	0%	0%	0%	

VOLUME

Nevada Ave Bet. Douglas Blvd & Ben Ezra Ave

Day: Tuesday
Date: 5/15/2018City: Roseville
Project #: CA18_7181_001

DAILY TOTALS					NB	SB					EB	WB	Total
					0	658					0	0	658
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00	0	1			1		12:00	0	6			6	
00:15	0	2			2		12:15	0	9			9	
00:30	0	1			1		12:30	0	10			10	
00:45	0	0	4		0	4	12:45	0	11	36		11	36
01:00	0	4			4		13:00	0	9			9	
01:15	0	0			0		13:15	0	10			10	
01:30	0	0			0		13:30	0	8			8	
01:45	0	0	4		0	4	13:45	0	16	43		16	43
02:00	0	0			0		14:00	0	9			9	
02:15	0	0			0		14:15	0	7			7	
02:30	0	0			0		14:30	0	10			10	
02:45	0	0			0		14:45	0	16	42		16	42
03:00	0	0			0		15:00	0	12			12	
03:15	0	0			0		15:15	0	17			17	
03:30	0	0			0		15:30	0	11			11	
03:45	0	1	1		1	1	15:45	0	20	60		20	60
04:00	0	0			0		16:00	0	16			16	
04:15	0	0			0		16:15	0	14			14	
04:30	0	1			1		16:30	0	9			9	
04:45	0	3	4		3	4	16:45	0	14	53		14	53
05:00	0	1			1		17:00	0	18			18	
05:15	0	3			3		17:15	0	16			16	
05:30	0	2			2		17:30	0	20			20	
05:45	0	6	12		6	12	17:45	0	13	67		13	67
06:00	0	4			4		18:00	0	12			12	
06:15	0	7			7		18:15	0	9			9	
06:30	0	6			6		18:30	0	8			8	
06:45	0	4	21		4	21	18:45	0	8	37		8	37
07:00	0	10			10		19:00	0	9			9	
07:15	0	5			5		19:15	0	8			8	
07:30	0	17			17		19:30	0	6			6	
07:45	0	15	47		15	47	19:45	0	5	28		5	28
08:00	0	9			9		20:00	0	16			16	
08:15	0	7			7		20:15	0	12			12	
08:30	0	8			8		20:30	0	4			4	
08:45	0	9	33		9	33	20:45	0	6	38		6	38
09:00	0	9			9		21:00	0	6			6	
09:15	0	4			4		21:15	0	6			6	
09:30	0	8			8		21:30	0	13			13	
09:45	0	4	25		4	25	21:45	0	11	36		11	36
10:00	0	3			3		22:00	0	2			2	
10:15	0	5			5		22:15	0	2			2	
10:30	0	8			8		22:30	0	0			0	
10:45	0	8	24		8	24	22:45	0	1	5		1	5
11:00	0	10			10		23:00	0	3			3	
11:15	0	9			9		23:15	0	1			1	
11:30	0	4			4		23:30	0	2			2	
11:45	0	8	31		8	31	23:45	0	1	7		1	7
TOTALS	206				206		TOTALS	452				452	
SPLIT %	100.0%				31.3%		SPLIT %	100.0%				68.7%	

DAILY TOTALS					NB	SB					EB	WB	Total
					0	658					0	0	658
AM Peak Hour		07:30		07:30			PM Peak Hour		16:45		16:45		
AM Pk Volume		48		48			PM Pk Volume		68		68		
PK Hr Factor		0.706		0.706			PK Hr Factor		0.850		0.850		
7 - 9 Volume	0	80	0	0	80		4 - 6 Volume	0	120	0	0	120	
7 - 9 Peak Hour		07:30		07:30			4 - 6 Peak Hour		16:45			16:45	
7 - 9 Pk Volume	0	48	0	0	48		4 - 6 Pk Volume	0	68	0	0	68	
PK Hr Factor	0.000	0.706	0.000	0.000	0.706		PK Hr Factor	0.000	0.850	0.000	0.000	0.850	

VOLUME

Nevada Ave Bet. Douglas Blvd & Ben Ezra Ave

Day: Wednesday
Date: 5/16/2018City: Roseville
Project #: CA18_7181_001

DAILY TOTALS					NB	SB					EB	WB	Total
					0	542					0	0	542
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00	0	0			0		12:00	0	10			10	
00:15	0	0			0		12:15	0	6			6	
00:30	0	1			1		12:30	0	7			7	
00:45	0	1	2		1	2	12:45	0	11	34		11	34
01:00	0	1			1		13:00	0	7			7	
01:15	0	2			2		13:15	0	6			6	
01:30	0	0			0		13:30	0	9			9	
01:45	0	1	4		1	4	13:45	0	7	29		7	29
02:00	0	1			1		14:00	0	3			3	
02:15	0	3			3		14:15	0	8			8	
02:30	0	1			1		14:30	0	4			4	
02:45	0	0	5		0	5	14:45	0	15	30		15	30
03:00	0	0			0		15:00	0	15			15	
03:15	0	0			0		15:15	0	5			5	
03:30	0	0			0		15:30	0	12			12	
03:45	0	0			0		15:45	0	11	43		11	43
04:00	0	0			0		16:00	0	15			15	
04:15	0	1			1		16:15	0	9			9	
04:30	0	3			3		16:30	0	4			4	
04:45	0	4	8		4	8	16:45	0	9	37		9	37
05:00	0	2			2		17:00	0	12			12	
05:15	0	1			1		17:15	0	21			21	
05:30	0	3			3		17:30	0	5			5	
05:45	0	5	11		5	11	17:45	0	10	48		10	48
06:00	0	3			3		18:00	0	5			5	
06:15	0	8			8		18:15	0	8			8	
06:30	0	9			9		18:30	0	5			5	
06:45	0	7	27		7	27	18:45	0	9	27		9	27
07:00	0	13			13		19:00	0	12			12	
07:15	0	8			8		19:15	0	6			6	
07:30	0	9			9		19:30	0	3			3	
07:45	0	11	41		11	41	19:45	0	9	30		9	30
08:00	0	11			11		20:00	0	8			8	
08:15	0	9			9		20:15	0	8			8	
08:30	0	8			8		20:30	0	6			6	
08:45	0	6	34		6	34	20:45	0	8	30		8	30
09:00	0	5			5		21:00	0	5			5	
09:15	0	8			8		21:15	0	4			4	
09:30	0	4			4		21:30	0	8			8	
09:45	0	7	24		7	24	21:45	0	2	19		2	19
10:00	0	5			5		22:00	0	4			4	
10:15	0	7			7		22:15	0	1			1	
10:30	0	4			4		22:30	0	0			0	
10:45	0	6	22		6	22	22:45	0	1	6		1	6
11:00	0	4			4		23:00	0	2			2	
11:15	0	8			8		23:15	0	4			4	
11:30	0	4			4		23:30	0	1			1	
11:45	0	7	23		7	23	23:45	0	1	8		1	8
TOTALS	201				201		TOTALS	341				341	
SPLIT %	100.0%				37.1%		SPLIT %	100.0%				62.9%	

DAILY TOTALS					NB	SB					EB	WB	Total
					0	542					0	0	542
AM Peak Hour	07:00				07:00		PM Peak Hour	17:00				17:00	
AM Pk Volume	41				41		PM Pk Volume	48				48	
PK Hr Factor	0.788				0.788		PK Hr Factor	0.571				0.571	
7 - 9 Volume	0	75	0	0	75		4 - 6 Volume	0	85	0	0	85	
7 - 9 Peak Hour	07:00				07:00		4 - 6 Peak Hour	17:00				17:00	
7 - 9 Pk Volume	0	41	0	0	41		4 - 6 Pk Volume	0	48	0	0	48	
PK Hr Factor	0.000	0.788	0.000	0.000	0.788		PK Hr Factor	0.000	0.571	0.000	0.000	0.571	

VOLUME

Nevada Ave Bet. Douglas Blvd & Ben Ezra Ave

Day: Thursday
Date: 5/17/2018City: Roseville
Project #: CA18_7181_001

DAILY TOTALS					NB	SB					EB	WB	Total
					0	569					0	0	569
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00	0	0			0		12:00	0	6			6	
00:15	0	0			0		12:15	0	3			3	
00:30	0	1			1		12:30	0	9			9	
00:45	0	3	4		3	4	12:45	0	3	21		3	21
01:00	0	0			0		13:00	0	8			8	
01:15	0	2			2		13:15	0	8			8	
01:30	0	1			1		13:30	0	11			11	
01:45	0	0	3		0	3	13:45	0	6	33		6	33
02:00	0	1			1		14:00	0	7			7	
02:15	0	0			0		14:15	0	5			5	
02:30	0	0			0		14:30	0	11			11	
02:45	0	0	1		0	1	14:45	0	15	38		15	38
03:00	0	0			0		15:00	0	10			10	
03:15	0	0			0		15:15	0	7			7	
03:30	0	0			0		15:30	0	14			14	
03:45	0	0			0		15:45	0	17	48		17	48
04:00	0	0			0		16:00	0	11			11	
04:15	0	0			0		16:15	0	10			10	
04:30	0	2			2		16:30	0	8			8	
04:45	0	1	3		1	3	16:45	0	9	38		9	38
05:00	0	1			1		17:00	0	13			13	
05:15	0	3			3		17:15	0	15			15	
05:30	0	6			6		17:30	0	15			15	
05:45	0	7	17		7	17	17:45	0	11	54		11	54
06:00	0	4			4		18:00	0	9			9	
06:15	0	2			2		18:15	0	11			11	
06:30	0	8			8		18:30	0	7			7	
06:45	0	11	25		11	25	18:45	0	12	39		12	39
07:00	0	14			14		19:00	0	1			1	
07:15	0	7			7		19:15	0	4			4	
07:30	0	10			10		19:30	0	9			9	
07:45	0	17	48		17	48	19:45	0	3	17		3	17
08:00	0	6			6		20:00	0	6			6	
08:15	0	7			7		20:15	0	8			8	
08:30	0	7			7		20:30	0	6			6	
08:45	0	16	36		16	36	20:45	0	5	25		5	25
09:00	0	8			8		21:00	0	4			4	
09:15	0	6			6		21:15	0	4			4	
09:30	0	6			6		21:30	0	2			2	
09:45	0	7	27		7	27	21:45	0	3	13		3	13
10:00	0	8			8		22:00	0	1			1	
10:15	0	6			6		22:15	0	5			5	
10:30	0	8			8		22:30	0	4			4	
10:45	0	10	32		10	32	22:45	0	1	11		1	11
11:00	0	5			5		23:00	0	1			1	
11:15	0	7			7		23:15	0	2			2	
11:30	0	6			6		23:30	0	2			2	
11:45	0	13	31		13	31	23:45	0	0	5		0	5
TOTALS	227				227		TOTALS	342				342	
SPLIT %	100.0%				39.9%		SPLIT %	100.0%				60.1%	

DAILY TOTALS					NB	SB					EB	WB	Total
					0	569					0	0	569
AM Peak Hour		07:00				07:00	PM Peak Hour		17:00				17:00
AM Pk Volume		48				48	PM Pk Volume		54				54
PK Hr Factor		0.706				0.706	PK Hr Factor		0.900				0.900
7 - 9 Volume	0	84	0	0	84		4 - 6 Volume	0	92	0	0	92	
7 - 9 Peak Hour		07:00				07:00	4 - 6 Peak Hour		17:00				17:00
7 - 9 Pk Volume	0	48	0	0	48		4 - 6 Pk Volume	0	54	0	0	54	
PK Hr Factor	0.000	0.706	0.000	0.000	0.706		PK Hr Factor	0.000	0.900	0.000	0.000	0.900	

VOLUME

Donner Ave Bet. Douglas Blvd & Ben Ezra Ave

Day: Tuesday
Date: 5/15/2018City: Roseville
Project #: CA18_7181_002

DAILY TOTALS					NB	SB						EB	WB						Total
					542	0						0	0						542
AM Period	NB		SB		EB	WB	TOTAL	PM Period	NB		SB		EB	WB	TOTAL				
00:00	0		0				0	12:00	7		0				7				
00:15	1		0				1	12:15	11		0				11				
00:30	2		0				2	12:30	5		0				5				
00:45	0	3	0				0	12:45	9	32	0				9	32			
01:00	1		0				1	13:00	4		0				4				
01:15	0		0				0	13:15	9		0				9				
01:30	0		0				0	13:30	6		0				6				
01:45	0	1	0				0	13:45	13	32	0				13	32			
02:00	0		0				0	14:00	7		0				7				
02:15	0		0				0	14:15	10		0				10				
02:30	0		0				0	14:30	10		0				10				
02:45	1	1	0				1	14:45	8	35	0				8	35			
03:00	0		0				0	15:00	8		0				8				
03:15	0		0				0	15:15	9		0				9				
03:30	0		0				0	15:30	7		0				7				
03:45	0		0				0	15:45	19	43	0				19	43			
04:00	0		0				0	16:00	13		0				13				
04:15	0		0				0	16:15	10		0				10				
04:30	0		0				0	16:30	14		0				14				
04:45	1	1	0				1	16:45	15	52	0				15	52			
05:00	0		0				0	17:00	5		0				5				
05:15	0		0				0	17:15	13		0				13				
05:30	1		0				1	17:30	5		0				5				
05:45	3	4	0				3	17:45	10	33	0				10	33			
06:00	4		0				4	18:00	11		0				11				
06:15	3		0				3	18:15	8		0				8				
06:30	4		0				4	18:30	10		0				10				
06:45	7	18	0				7	18:45	4	33	0				4	33			
07:00	2		0				2	19:00	8		0				8				
07:15	7		0				7	19:15	12		0				12				
07:30	10		0				10	19:30	4		0				4				
07:45	15	34	0				15	19:45	3	27	0				3	27			
08:00	13		0				13	20:00	3		0				3				
08:15	11		0				11	20:15	7		0				7				
08:30	15		0				15	20:30	5		0				5				
08:45	11	50	0				11	20:45	4	19	0				4	19			
09:00	13		0				13	21:00	2		0				2				
09:15	6		0				6	21:15	3		0				3				
09:30	8		0				8	21:30	5		0				5				
09:45	10	37	0				10	21:45	4	14	0				4	14			
10:00	4		0				4	22:00	6		0				6				
10:15	8		0				8	22:15	3		0				3				
10:30	8		0				8	22:30	1		0				1				
10:45	7	27	0				7	22:45	2	12	0				2	12			
11:00	11		0				11	23:00	3		0				3				
11:15	5		0				5	23:15	0		0				0				
11:30	4		0				4	23:30	0		0				0				
11:45	9	29	0				9	23:45	2	5	0				2	5			
TOTALS	205						205	TOTALS	337						337				
SPLIT %	100.0%						37.8%	SPLIT %	100.0%						62.2%				

DAILY TOTALS					NB	SB						EB	WB						Total
					542	0						0	0						542

AM Peak Hour	07:45				07:45	PM Peak Hour	15:45				15:45
AM Pk Volume	54				54	PM Pk Volume	56				56
Pk Hr Factor	0.900				0.900	Pk Hr Factor	0.737				0.737
7 - 9 Volume	84	0	0	0	84	4 - 6 Volume	85	0	0	0	85
7 - 9 Peak Hour	07:45				07:45	4 - 6 Peak Hour	16:00				16:00
7 - 9 Pk Volume	54	0	0	0	54	4 - 6 Pk Volume	52	0	0	0	52
Pk Hr Factor	0.900	0.000	0.000	0.000	0.900	Pk Hr Factor	0.867	0.000	0.000	0.000	0.867

VOLUME

Donner Ave Bet. Douglas Blvd & Ben Ezra Ave

Day: Wednesday
Date: 5/16/2018City: Roseville
Project #: CA18_7181_002

DAILY TOTALS					NB	SB						EB	WB						Total
					505	0						0	0						505
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL							
00:00	0	0			0		12:00	3	0			3							
00:15	0	0			0		12:15	11	0			11							
00:30	1	0			1		12:30	8	0			8							
00:45	2	3	0		2	3	12:45	8	30	0		8	30						
01:00	2	0			2		13:00	9	0			9							
01:15	1	0			1		13:15	5	0			5							
01:30	0	0			0		13:30	7	0			7							
01:45	0	3	0		0	3	13:45	6	27	0		6	27						
02:00	1	0			1		14:00	8	0			8							
02:15	1	0			1		14:15	16	0			16							
02:30	0	0			0		14:30	4	0			4							
02:45	0	2	0		0	2	14:45	5	33	0		5	33						
03:00	0	0			0		15:00	13	0			13							
03:15	1	0			1		15:15	10	0			10							
03:30	0	0			0		15:30	11	0			11							
03:45	0	1	0		0	1	15:45	9	43	0		9	43						
04:00	0	0			0		16:00	3	0			3							
04:15	0	0			0		16:15	10	0			10							
04:30	0	0			0		16:30	19	0			19							
04:45	1	1	0		1	1	16:45	6	38	0		6	38						
05:00	0	0			0		17:00	8	0			8							
05:15	0	0			0		17:15	12	0			12							
05:30	1	0			1		17:30	10	0			10							
05:45	2	3	0		2	3	17:45	15	45	0		15	45						
06:00	2	0			2		18:00	9	0			9							
06:15	1	0			1		18:15	12	0			12							
06:30	4	0			4		18:30	7	0			7							
06:45	7	14	0		7	14	18:45	5	33	0		5	33						
07:00	6	0			6		19:00	11	0			11							
07:15	10	0			10		19:15	3	0			3							
07:30	7	0			7		19:30	5	0			5							
07:45	14	37	0		14	37	19:45	5	24	0		5	24						
08:00	7	0			7		20:00	7	0			7							
08:15	10	0			10		20:15	4	0			4							
08:30	13	0			13		20:30	7	0			7							
08:45	12	42	0		12	42	20:45	5	23	0		5	23						
09:00	3	0			3		21:00	3	0			3							
09:15	5	0			5		21:15	5	0			5							
09:30	2	0			2		21:30	7	0			7							
09:45	13	23	0		13	23	21:45	2	17	0		2	17						
10:00	3	0			3		22:00	1	0			1							
10:15	4	0			4		22:15	2	0			2							
10:30	8	0			8		22:30	0	0			0							
10:45	8	23	0		8	23	22:45	0	3	0		0	3						
11:00	3	0			3		23:00	2	0			2							
11:15	11	0			11		23:15	2	0			2							
11:30	6	0			6		23:30	0	0			0							
11:45	10	30	0		10	30	23:45	3	7	0		3	7						
TOTALS	182				182		TOTALS	323				323							
SPLIT %	100.0%				36.0%		SPLIT %	100.0%				64.0%							

DAILY TOTALS					NB	SB						EB	WB						Total
					505	0						0	0						505

AM Peak Hour	07:45					07:45	PM Peak Hour	17:15					17:15
AM Pk Volume	44					44	PM Pk Volume	46					46
PK Hr Factor	0.786					0.786	PK Hr Factor	0.767					0.767
7 - 9 Volume	79	0	0	0	79	4 - 6 Volume	83	0	0	0	83		
7 - 9 Peak Hour	07:45					07:45	4 - 6 Peak Hour	16:30					16:30
7 - 9 Pk Volume	44	0	0	0	44	4 - 6 Pk Volume	45	0	0	0	45		
PK Hr Factor	0.786	0.000	0.000	0.000	0.786	PK Hr Factor	0.592	0.000	0.000	0.000	0.592		

VOLUME

Donner Ave Bet. Douglas Blvd & Ben Ezra Ave

Day: Thursday
Date: 5/17/2018City: Roseville
Project #: CA18_7181_002

DAILY TOTALS					NB	SB						EB	WB						Total
					604	0						0	0						604
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL							
00:00	1	0			1		12:00	6	0			6							
00:15	1	0			1		12:15	9	0			9							
00:30	2	0			2		12:30	12	0			12							
00:45	0	4	0		0	4	12:45	7	34	0		7	34						
01:00	0	0			0		13:00	14	0			14							
01:15	1	0			1		13:15	4	0			4							
01:30	1	0			1		13:30	6	0			6							
01:45	1	3	0		1	3	13:45	12	36	0		12	36						
02:00	0	0			0		14:00	7	0			7							
02:15	0	0			0		14:15	19	0			19							
02:30	0	0			0		14:30	13	0			13							
02:45	0	0			0		14:45	13	52	0		13	52						
03:00	0	0			0		15:00	7	0			7							
03:15	0	0			0		15:15	9	0			9							
03:30	0	0			0		15:30	8	0			8							
03:45	0	0			0		15:45	10	34	0		10	34						
04:00	0	0			0		16:00	16	0			16							
04:15	0	0			0		16:15	6	0			6							
04:30	1	0			1		16:30	13	0			13							
04:45	0	1	0		0	1	16:45	16	51	0		16	51						
05:00	0	0			0		17:00	14	0			14							
05:15	1	0			1		17:15	18	0			18							
05:30	0	0			0		17:30	10	0			10							
05:45	0	1	0		0	1	17:45	12	54	0		12	54						
06:00	1	0			1		18:00	15	0			15							
06:15	3	0			3		18:15	13	0			13							
06:30	4	0			4		18:30	14	0			14							
06:45	7	15	0		7	15	18:45	10	52	0		10	52						
07:00	4	0			4		19:00	6	0			6							
07:15	12	0			12		19:15	2	0			2							
07:30	3	0			3		19:30	4	0			4							
07:45	15	34	0		15	34	19:45	7	19	0		7	19						
08:00	5	0			5		20:00	4	0			4							
08:15	13	0			13		20:15	10	0			10							
08:30	15	0			15		20:30	7	0			7							
08:45	14	47	0		14	47	20:45	3	24	0		3	24						
09:00	16	0			16		21:00	6	0			6							
09:15	10	0			10		21:15	7	0			7							
09:30	3	0			3		21:30	5	0			5							
09:45	7	36	0		7	36	21:45	7	25	0		7	25						
10:00	6	0			6		22:00	0	0			0							
10:15	4	0			4		22:15	4	0			4							
10:30	10	0			10		22:30	3	0			3							
10:45	7	27	0		7	27	22:45	2	9	0		2	9						
11:00	12	0			12		23:00	2	0			2							
11:15	11	0			11		23:15	3	0			3							
11:30	13	0			13		23:30	1	0			1							
11:45	3	39	0		3	39	23:45	1	7	0		1	7						
TOTALS	207				207		TOTALS	397				397							
SPLIT %	100.0%				34.3%		SPLIT %	100.0%				65.7%							

DAILY TOTALS					NB	SB						EB	WB						Total
					604	0						0	0						604

AM Peak Hour	08:15				08:15	PM Peak Hour	16:30				16:30
AM Pk Volume	58				58	PM Pk Volume	61				61
PK Hr Factor	0.906				0.906	PK Hr Factor	0.847				0.847
7 - 9 Volume	81	0	0	0	81	4 - 6 Volume	105	0	0	0	105
7 - 9 Peak Hour	07:45				07:45	4 - 6 Peak Hour	16:30				16:30
7 - 9 Pk Volume	48	0	0	0	48	4 - 6 Pk Volume	61	0	0	0	61
PK Hr Factor	0.800	0.000	0.000	0.000	0.800	PK Hr Factor	0.847	0.000	0.000	0.000	0.847

VOLUME

Ben Ezra Ave Bet. Donner Ave & Folsom Rd

Day: Tuesday
Date: 5/15/2018City: Roseville
Project #: CA18_7181_003

DAILY TOTALS					NB	SB	EB					WB	Total
					0	0	164					126	290
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00			0	0	0		12:00			0	0	0	
00:15			0	0	0		12:15			2	1	3	
00:30			0	0	0		12:30			1	2	3	
00:45			0	0	0		12:45			4	7	3	6
01:00			0	0	0		13:00			2	2	4	
01:15			0	0	0		13:15			2	1	3	
01:30			0	0	0		13:30			2	2	4	
01:45			0	0	0		13:45			4	10	3	8
02:00			0	1	1		14:00			1	1	2	
02:15			0	0	0		14:15			1	1	2	
02:30			0	0	0		14:30			2	3	5	
02:45			0	0	1	1	14:45			2	6	3	8
03:00			0	0	0		15:00			2	1	3	
03:15			0	0	0		15:15			2	2	4	
03:30			1	0	1		15:30			6	1	7	
03:45			0	1	0	1	15:45			6	16	3	7
04:00			0	0	0		16:00			9	3	12	
04:15			0	0	0		16:15			2	4	6	
04:30			0	0	0		16:30			6	5	11	
04:45			1	1	0	1	16:45			9	26	4	16
05:00			0	0	0		17:00			2	3	5	
05:15			0	0	0		17:15			1	5	6	
05:30			3	0	3		17:30			3	3	6	
05:45			3	6	1	1	17:45			3	9	6	17
06:00			4	1	5		18:00			1	3	4	
06:15			1	0	1		18:15			2	2	4	
06:30			1	1	2		18:30			1	0	1	
06:45			2	8	1	3	18:45			1	5	2	7
07:00			2	1	3		19:00			1	2	3	
07:15			2	1	3		19:15			1	3	4	
07:30			5	3	8		19:30			1	0	1	
07:45			3	12	0	5	19:45			1	4	0	5
08:00			4	2	6		20:00			0	2	2	
08:15			3	3	6		20:15			0	1	1	
08:30			8	3	11		20:30			0	3	3	
08:45			6	21	0	8	20:45			3	3	2	8
09:00			3	3	6		21:00			2	1	3	
09:15			2	1	3		21:15			0	1	1	
09:30			3	1	4		21:30			2	1	3	
09:45			3	11	1	6	21:45			0	4	1	4
10:00			0	1	1		22:00			0	1	1	
10:15			1	4	5		22:15			0	0	0	
10:30			1	3	4		22:30			0	0	0	
10:45			1	3	2	10	22:45			0	0	1	
11:00			1	1	2		23:00			0	0	0	
11:15			1	1	2		23:15			0	0	0	
11:30			1	2	3		23:30			2	0	2	
11:45			5	8	1	5	23:45			1	3	0	
TOTALS	71				39	110	TOTALS	93				87	180
SPLIT %	64.5%				35.5%	37.9%	SPLIT %	51.7%				48.3%	62.1%

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						164	126						290
AM Peak Hour			08:00	10:00	08:00		PM Peak Hour			16:00	16:30	16:00							
AM Pk Volume			21	10	29		PM Pk Volume			26	17	42							
Pk Hr Factor			0.656	0.625	0.659		Pk Hr Factor			0.722	0.850	0.808							
7 - 9 Volume	0	0	33	13	46		4 - 6 Volume	0	0	35	33	68							
7 - 9 Peak Hour			08:00	07:30	08:00		4 - 6 Peak Hour			16:00	16:30	16:00							
7 - 9 Pk Volume	0	0	21	8	29		4 - 6 Pk Volume	0	0	26	17	42							
Pk Hr Factor	0.000	0.000	0.656	0.667	0.659		Pk Hr Factor	0.000	0.000	0.722	0.850	0.808							

VOLUME

Ben Ezra Ave Bet. Donner Ave & Folsom Rd

Day: Wednesday
Date: 5/16/2018City: Roseville
Project #: CA18_7181_003

DAILY TOTALS					NB	SB	EB					WB	Total			
					0	0	154					125	279			
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL				
00:00			0	0	0		12:00			0	3		3			
00:15			0	0	0		12:15			3	1		4			
00:30			0	0	0		12:30			0	4		4			
00:45			0	0	0		12:45			4	7	2	10	6	17	
01:00			0	0	0		13:00			1	2		3			
01:15			0	0	0		13:15			0	3		3			
01:30			0	0	0		13:30			1	0		1			
01:45			0	0	0		13:45			4	6	0	5	4	11	
02:00			0	0	0		14:00			2	1		3			
02:15			0	0	0		14:15			6	0		6			
02:30			0	0	0		14:30			1	2		3			
02:45			0	0	0		14:45			2	11	4	7	6	18	
03:00			0	0	0		15:00			1	3		4			
03:15			0	0	0		15:15			6	3		9			
03:30			0	0	0		15:30			6	3		9			
03:45			0	0	0		15:45			5	18	1	10	6	28	
04:00			0	0	0		16:00			5	4		9			
04:15			0	0	0		16:15			4	3		7			
04:30			0	0	0		16:30			3	4		7			
04:45			1	1	0	1	1	16:45			2	14	2	13	4	27
05:00			0	0	0		17:00			3	4		7			
05:15			0	0	0		17:15			1	6		7			
05:30			0	0	0		17:30			3	0		3			
05:45			0	0	0		17:45			4	11	3	13	7	24	
06:00			1	1	2		18:00			0	3		3			
06:15			2	0	2		18:15			4	1		5			
06:30			3	0	3		18:30			2	1		3			
06:45			1	7	0	1	1	18:45			2	8	1	6	3	14
07:00			4	0	4		19:00			3	6		9			
07:15			0	0	0		19:15			0	2		2			
07:30			3	1	4		19:30			1	0		1			
07:45			3	10	0	1	3	19:45			2	6	4	12	6	18
08:00			3	3	6		20:00			1	2		3			
08:15			1	2	3		20:15			1	3		4			
08:30			6	5	11		20:30			0	2		2			
08:45			9	19	0	10	9	20:45			0	2	1	8	1	10
09:00			1	1	2		21:00			1	2		3			
09:15			3	2	5		21:15			2	1		3			
09:30			1	0	1		21:30			0	0		0			
09:45			5	10	2	5	7	21:45			0	3	0	3	0	6
10:00			2	2	4		22:00			0	0		0			
10:15			1	1	2		22:15			0	1		1			
10:30			2	1	3		22:30			0	0		0			
10:45			2	7	2	6	4	22:45			0	2	3	2	3	
11:00			3	2	5		23:00			0	0		0			
11:15			5	1	6		23:15			1	2		3			
11:30			3	4	7		23:30			0	0		0			
11:45			2	13	3	10	5	23:45			0	1	0	2	0	3
TOTALS	67				33	100	TOTALS	87				92	179			
SPLIT %	67.0%				33.0%	35.8%	SPLIT %	48.6%				51.4%	64.2%			

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						154	125						279
AM Peak Hour			08:00	11:15	08:00		PM Peak Hour			15:15	16:30	15:15							
AM Pk Volume			19	11	29		PM Pk Volume			22	16	33							
Pk Hr Factor			0.528	0.688	0.659		Pk Hr Factor			0.917	0.667	0.917							
7 - 9 Volume	0	0	29	11	40		4 - 6 Volume	0	0	25	26	51							
7 - 9 Peak Hour			08:00	07:45	08:00		4 - 6 Peak Hour			16:00	16:30	16:00							
7 - 9 Pk Volume	0	0	19	10	29		4 - 6 Pk Volume	0	0	14	16	27							
Pk Hr Factor	0.000	0.000	0.528	0.500	0.659		Pk Hr Factor	0.000	0.000	0.700	0.667	0.750							

VOLUME

Ben Ezra Ave Bet. Donner Ave & Folsom Rd

Day: Thursday
Date: 5/17/2018City: Roseville
Project #: CA18_7181_003

DAILY TOTALS					NB	SB	EB					WB	Total
					0	0	206					129	335
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00			0	0	0		12:00			1	2	3	
00:15			0	0	0		12:15			1	1	2	
00:30			0	0	0		12:30			5	1	6	
00:45			0	0	0		12:45			3	10	2	6
01:00			0	0	0		13:00			2	3	5	
01:15			0	0	0		13:15			1	3	4	
01:30			0	0	0		13:30			2	2	4	
01:45			0	0	0		13:45			2	7	1	9
02:00			0	0	0		14:00			4	3	7	
02:15			0	0	0		14:15			3	3	6	
02:30			0	0	0		14:30			7	1	8	
02:45			0	0	0		14:45			7	21	1	8
03:00			0	0	0		15:00			1	1	2	
03:15			0	0	0		15:15			3	2	5	
03:30			0	0	0		15:30			2	6	8	
03:45			0	0	0		15:45			3	9	2	11
04:00			0	0	0		16:00			4	2	6	
04:15			0	0	0		16:15			2	0	2	
04:30			0	0	0		16:30			3	2	5	
04:45			2	2	0	2	16:45			8	17	2	6
05:00			0	0	0		17:00			2	4	6	
05:15			0	0	0		17:15			3	5	8	
05:30			1	0	1		17:30			5	4	9	
05:45			1	2	0	1	17:45			6	16	4	17
06:00			2	1	3		18:00			1	4	5	
06:15			1	0	1		18:15			4	6	10	
06:30			1	0	1		18:30			5	1	6	
06:45			4	8	0	4	18:45			4	14	4	15
07:00			7	0	7		19:00			1	4	5	
07:15			3	2	5		19:15			2	4	6	
07:30			5	0	5		19:30			2	2	4	
07:45			8	23	0	8	19:45			2	7	1	11
08:00			2	2	4		20:00			2	1	3	
08:15			4	1	5		20:15			1	2	3	
08:30			10	2	12		20:30			1	1	2	
08:45			6	22	8	29	20:45			1	5	3	7
09:00			2	0	2		21:00			1	0	1	
09:15			2	1	3		21:15			1	1	2	
09:30			2	3	5		21:30			0	2	2	
09:45			4	10	5	15	21:45			1	3	1	4
10:00			2	3	5		22:00			0	0	0	
10:15			3	1	4		22:15			0	0	0	
10:30			2	2	4		22:30			0	0	0	
10:45			4	11	6	19	22:45			1	1	1	1
11:00			4	3	7		23:00			1	1	2	
11:15			1	1	2		23:15			4	0	4	
11:30			3	3	6		23:30			0	0	0	
11:45			5	13	8	23	23:45			0	5	0	1
TOTALS	91				33	124	TOTALS	115				96	211
SPLIT %	73.4%				26.6%	37.0%	SPLIT %	54.5%				45.5%	63.0%

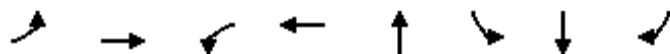
DAILY TOTALS					NB	SB					EB	WB	Total	
					0	0					206	129	335	
AM Peak Hour			07:45	11:00	07:45		PM Peak Hour			14:00	17:30	17:30		
AM Pk Volume			24	10	29		PM Pk Volume			21	18	34		
Pk Hr Factor			0.600	0.833	0.604		Pk Hr Factor			0.750	0.750	0.850		
7 - 9 Volume	0	0	45	9	54		4 - 6 Volume	0	0	33	23	56		
7 - 9 Peak Hour			07:45	08:00	07:45		4 - 6 Peak Hour			16:45	17:00	16:45		
7 - 9 Pk Volume	0	0	24	7	29		4 - 6 Pk Volume	0	0	18	17	33		
Pk Hr Factor	0.000	0.000	0.600	0.875	0.604		Pk Hr Factor	0.000	0.000	0.563	0.850	0.825		

Attachment B
Analysis Worksheets

Intersection						
Int Delay, s/veh	0.3					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	50	875	640	79	0	0
Future Vol, veh/h	50	875	640	79	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	50	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	93	93	82	82	75	75
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	54	941	780	96	0	0
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	876	0	-	0	1407	438
Stage 1	-	-	-	-	828	-
Stage 2	-	-	-	-	579	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	766	-	-	-	130	567
Stage 1	-	-	-	-	389	-
Stage 2	-	-	-	-	524	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	766	-	-	-	121	567
Mov Cap-2 Maneuver	-	-	-	-	121	-
Stage 1	-	-	-	-	362	-
Stage 2	-	-	-	-	524	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.5	0		0		
HCM LOS				A		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	766	-	-	-	-	
HCM Lane V/C Ratio	0.07	-	-	-	-	
HCM Control Delay (s)	10.1	-	-	-	0	
HCM Lane LOS	B	-	-	-	A	
HCM 95th %tile Q(veh)	0.2	-	-	-	-	

Douglas Boulevard Coffee Kiosk
2: Driveway/Folsom Rd & Douglas Blvd

Existing plus Proposed Project
AM Peak



Lane Group	EBL	EBT	WBL	WBT	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	51	931	17	1092	6	205	209	89
v/c Ratio	0.23	0.51	0.09	0.66	0.04	0.50	0.50	0.19
Control Delay	37.1	12.4	38.9	18.2	30.2	30.5	30.7	7.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	37.1	12.4	38.9	18.2	30.2	30.5	30.7	7.6
Queue Length 50th (ft)	20	90	7	176	1	80	81	0
Queue Length 95th (ft)	67	303	27	310	11	190	193	34
Internal Link Dist (ft)		120		458	380		462	
Turn Bay Length (ft)	100		50			65		50
Base Capacity (vph)	524	2409	647	2528	354	761	763	767
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.10	0.39	0.03	0.43	0.02	0.27	0.27	0.12
Intersection Summary								

Douglas Boulevard Coffee Kiosk
2: Driveway/Folsom Rd & Douglas Blvd

Existing plus Proposed Project
AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	45	817	3	13	723	107	1	1	3	362	3	78
Future Volume (veh/h)	45	817	3	13	723	107	1	1	3	362	3	78
Number	5	2	12	1	6	16	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1900	1863	1900	1863	1863	1863
Adj Flow Rate, veh/h	51	928	3	17	951	141	1	1	4	413	0	89
Adj No. of Lanes	1	2	0	1	2	0	0	1	0	2	0	1
Peak Hour Factor	0.88	0.88	0.88	0.76	0.76	0.76	0.70	0.70	0.70	0.88	0.88	0.88
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	71	1704	6	22	1372	203	2	2	7	633	0	282
Arrive On Green	0.04	0.47	0.47	0.01	0.44	0.44	0.01	0.01	0.01	0.18	0.00	0.18
Sat Flow, veh/h	1774	3619	12	1774	3093	458	276	276	1103	3548	0	1583
Grp Volume(v), veh/h	51	454	477	17	544	548	6	0	0	413	0	89
Grp Sat Flow(s),veh/h/ln	1774	1770	1861	1774	1770	1782	1654	0	0	1774	0	1583
Q Serve(g_s), s	1.5	9.6	9.6	0.5	13.0	13.0	0.2	0.0	0.0	5.7	0.0	2.6
Cycle Q Clear(g_c), s	1.5	9.6	9.6	0.5	13.0	13.0	0.2	0.0	0.0	5.7	0.0	2.6
Prop In Lane	1.00		0.01	1.00		0.26	0.17		0.67	1.00		1.00
Lane Grp Cap(c), veh/h	71	833	876	22	785	790	11	0	0	633	0	282
V/C Ratio(X)	0.72	0.54	0.54	0.76	0.69	0.69	0.57	0.00	0.00	0.65	0.00	0.32
Avail Cap(c_a), veh/h	572	1376	1447	707	1376	1386	377	0	0	1750	0	781
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	25.0	9.9	9.9	26.0	11.8	11.8	26.1	0.0	0.0	20.1	0.0	18.9
Incr Delay (d2), s/veh	12.8	0.6	0.5	40.9	1.1	1.1	40.2	0.0	0.0	1.1	0.0	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	4.8	5.0	0.5	6.6	6.6	0.2	0.0	0.0	2.9	0.0	1.2
LnGrp Delay(d),s/veh	37.8	10.5	10.5	66.8	12.9	12.9	66.3	0.0	0.0	21.3	0.0	19.5
LnGrp LOS	D	B	B	E	B	B	E			C		B
Approach Vol, veh/h		982			1109			6			502	
Approach Delay, s/veh		11.9			13.7			66.3			21.0	
Approach LOS		B			B			E			C	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	4.7	29.7		4.3	6.1	28.3		14.0				
Change Period (Y+Rc), s	4.0	4.9		4.0	4.0	4.9		4.6				
Max Green Setting (Gmax), s	21.0	41.0		12.0	17.0	41.0		26.0				
Max Q Clear Time (g_c+I1), s	2.5	11.6		2.2	3.5	15.0		7.7				
Green Ext Time (p_c), s	0.0	6.9		0.0	0.1	8.3		1.7				
Intersection Summary												
HCM 2010 Ctrl Delay				14.6								
HCM 2010 LOS				B								
Notes												

CC Attachment 2



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311, Vernon Street, Roseville, CA 95678 (916) 774-5276

PLANNING DIVISION

APPEAL FORM

Name: Ethan Conrad Date: 2/12/19
Address: 1300 National Drive #100 City: Sacramento Zip Code: 95834
Phone Numbers: (work/day) (916) 779-1000 (home/evening) (916) 779-1000
(cell) (916) 705-8132 (email) ethan@ethanconradprop.com

Please describe below the action for which this appeal is being filed. (You may attach a separate letter if enough space is not provided.)

Please see attached letter and Exhibits A and B.

Please also send notices to Chase Burke at:
chase@ethanconradprop.com.

Signed: [Signature]

Date: 2/19/19

FOR OFFICE USE ONLY.

(Date Stamp Below)

Received by: _____

Project Being Appealed: _____

File Number: _____

Approving Body: _____ Approval Date: _____

ETHAN CONRAD
PROPERTIES INC.

February 19, 2019

Roseville City Council
City of Roseville
311 Vernon Street
Roseville, CA 95678

**RE: Appeal - Design Review Permit, Parking Reduction, Voluntary Merger – 1017 Douglas Blvd. – Infill
PCL 187 – Drive-Thru Coffee Kiosk – PL – 18-0006**

Dear Councilmembers,

We are appealing Planning Commission's action to conclude that Finding #2 of the four (4) required findings of fact cannot be made to approve the Design Review Permit for a Dutch Bros. coffee kiosk at 1017 Douglas Blvd., Roseville, CA (as well as the adjacent parcel at 229 Donner Ave).

For ease of reference, please see Finding #2 below:

2. *The project site design as approved provides open space; access; vehicle parking; vehicle, pedestrian, and bicycle circulation; pedestrian walks and links to alternative modes of transportation; loading areas; landscaping and irrigation; and lighting, which results in a safe, efficient, and harmonious development and which is consistent with the applicable goals, policies, and objectives set forth in the General Plan, the Community Design Guidelines, and the applicable Specific Plan and/or applicable design guidelines.*

BACKGROUND:

We initially contacted the City about this project in the Spring of 2016. After working through several iterations of the site plan, and performing a traffic study in January 2017, we ended up expanding the site plan to include 229 Donner Avenue and extended our drive-thru lane to 350 feet.

We then submitted this revised plan to the City of Roseville and went through the "Pre-Application" process. We received a favorable review/response from the city on June 7, 2017 (see attached report as Exhibit A). Based on this favorable review, we purchased both properties for \$500,000.00 and submitted an application for a Design Review Permit. Please also see Figure 1 and Figure 2 below with Staff's comments from this Pre-Application:

Figure 1: Engineering Review from Pre-Application (June 7, 2017)

Engineering Review:

1. The driveway entrance on Douglas Boulevard should be reconstructed to a width of 25 feet.
2. The stacking distance depicted on the site plan provides adequate stacking distance for the drive-thru kiosk use. This design should not result in traffic backing up onto City streets.
3. The Access and Circulation study prepared for this pre-application can be relied upon for the formal DRP submittal.

Figure 2: Planning Review from Pre-Application (June 7, 2017)

Planning Review:

The following comments pertain to the site plan submitted on May 20th, 2017.

1. The site plan is consistent with the landscape setback requirements found in the City's Community Design Guidelines. The site plan depicts the required twenty foot landscape setback from both Douglas Boulevard and Donner Way. An eleven foot landscape setback is provided on the northern portion of the parcel to buffer the project site from the adjacent single family home.
2. The site plan is consistent with the Zoning Ordinance parking requirements for a drive-thru coffee kiosk. The required fourteen spaces are depicted on the site plan.
3. The location of the trash enclosure does not appear to meet the City standard for a 60 foot clear approach. At the time of formal submittal, this issue will need to be addressed.
4. It will be necessary to provide a Reciprocal Access Agreement with adjacent properties (donut shop and taqueria) to ensure that adequate, shared access will exist for the site.

We then held a neighborhood meeting to review this project and the neighbors voiced a number of concerns related to the impact that it could have on the surrounding neighborhoods. In response, we agreed to have another traffic study performed. City staff warned us that this traffic study could work against us and that the neighbors concerns would require that the Project go to Planning Commission. However, the traffic study concluded that the site plan was adequate and that there would be minimal impact on surrounding neighborhoods (if a few suggested modifications are made to the site and surrounding streets). We made these modifications and held our own meeting at the local Lyon's club so that these facts could be presented to the neighborhood prior to us bringing the project to the Planning Commission.

Based on the above series of events, we were surprised when the Staff Report came out with a recommendation for denial (as it contradicted the previous comments received on this same site plan).

STAFF REPORT:

The Staff Report for this project expresses potential concerns with the site layout in seven (7) locations in spite of having two traffic studies performed (by Kimley Horn) that looked at: 1) the internal circulation of traffic on-site and 2) the impacts traffic would have on surrounding driveways and streets. Both of these traffic studies determined that 1) the maximum stacking of cars at this site would be 350

feet of cars and 2) this site would operate safely and efficiently with a few suggested modifications to the site plan, which we have since adopted. It is also important to note that this traffic study only analyzed this site (and the comparable sites) during peak AM hours when traffic is the strongest.

We do not believe that Staff can reasonably conclude (and change their previous opinion on the Pre-Application) that the site does not provide for a safe, efficient and harmonious development after these professional studies have concluded otherwise.

We would like to take a closer look at the seven (7) locations and provide solutions to the specific concerns identified in Staff's Report below:

Point 1 – Main Driveway and Alleyway:

- **Staff Concerns:** No designs to protect left or right turns out of the site. Driver's exiting the drive-thru lane and disobeying the rules by using the alley way to exit onto Douglas Blvd
- **Proposed solution:** we revised a site plan (Exhibit B) to add a dramatic curb flare and would be open to adding bollards, as well. This would make it very hard to make a right turn out of the drive thru lane. It would need to be a crazy maneuver and is very unrealistic behavior. Humans will put their safety above all else and not make a maneuver like this with traffic coming at them. **It is also important to note that the right/left turns out of this alley way will be a concern regardless of how the property is developed and this ingress only approach is likely the safest, regardless of how this parcel is developed.**

The site will be accessed from the existing alley off of Douglas Blvd. The additional driveways on Douglas which do not meet City standards will be closed off. The single driveway from Donner will be closed off. By making the alley access ingress only we will help alleviate potential vehicle conflicts with cars turning left into the site and cars attempting to turn left out of the alleyway so close to the signal at Folsom Road. This also addresses the concern from the neighbors about traffic cutting through the neighborhood to go north on Douglas if they were to turn right out of the alley and then right again on Donner Avenue. **This was recommended by the traffic study and incorporated into the site plan.**

Staff is concerned that not all customers will abide by these rules and it could create a conflict. As provided on Exhibit B, we have a solution to preventing right turns out of the exit lane. It shows the exit lane is approximately 33' away from Douglas Blvd. which is greater than the required 25' standard found in other jurisdictions. There is a curb flare that funnels cars to the left and we would be willing to put up bollards, arrows, and a sign to further guide customers to do the right thing. Additional signage and narrowing of the alley will also assist in making it very difficult for someone to turn right. We would work with Public Works to come up with a final solution and we feel these improvements will promote safe operating conditions at the main driveway and alleyway.

Point 2 – City Alleyway

- **Staff Concerns:** stacking potentially could spill back into the alleyway which could cause congestion/stalling on-site and, eventually back on to Douglas Blvd.
- **Proposed Solution:** Dutch Bros has an excellent traffic management plan and completely different operations than the Starbucks in which they can better manage lines by having multiple points of sale (employees with iPads) vs. one “order box”. **We have a 350 foot drive thru lane that can fit 17.5 Chevy Tahoe’s with 3 feet in-between each of them. The max stacking observed at the two other Dutch Bros. stores in Roseville and Rocklin were 12 cars and 13 cars, respectively per Figure 3 below:**

Figure 3: Table 1 from Kimley Horn Traffic Study (sites observed)

Table 1 – Trip Generation Data

Location	Size (ksf)	Ins	Outs	Total	Max Queue	Peak Hour
Dutch Bros Rocklin	0.45	110	117	227	12	7:00 – 8:00
Dutch Bros Roseville	0.86	84	92	176	13	8:00 – 9:00
Starbucks Roseville	0.50	73	70	143	17	7:30 – 8:30
<i>Calculated Rate (#trips/ksf):</i>		166	166	332		
Proposed Project	0.80	133	133	266		
<i>Local Pass-by Reduction:</i>		71	71	142		
<i>Regional Pass-by Reduction:</i>		47	47	94		
<i>Total Pass-by Reduction (Total 89%):</i>		118	118	236		
Net new trips:		15	15	30		

Note: The Dutch Bros in Rocklin data is normalized using ksf to enable integration with the other sites' data. Pass-by reduction is per ITE Land Use 938a

Per above, after the traffic study was performed, it was determined that the stacking distance necessary during the peak morning period is 350 feet. The site plan was redesigned to accommodate. It should be noted the 350 feet came from using an average of 3 locations including a Starbucks. The Starbucks shows a queue of 17 cars at the peak period while the 2 Dutch Brothers showed 12 and 13 cars. The study took an average of the 3 which we feel is overly conservative.

Starbucks operates differently than Dutch Bros. as they serve prepared food and do not have runners taking orders while cars are in line. Dutch Bros. prides themselves on their efficiency with a runner taking orders once 3 cars are in line. These franchisees in particular have a “runner” staffed at all times between 6 AM and 10 PM. Their job is to get well ahead of the orders, take payments at your car, and hand-deliver drinks to pre-paid cars in line to speed up your time at the window. That said, cars average only 45 seconds at the actual window per the studies performed by these franchisees at their local locations, as well as Dutch Bros. on a corporate level.

As stated in the Kimley Horn traffic study, the drive thru length is expected to be adequate and with the alleyway being ingress only any queue spill backs are expected to be contained on site. It also should be

noted that the car length of 25' is more than adequate. A Chevy Tahoe is 17 feet long and nearly 18 of them (17.5) can fit within the 350' drive thru lane.

Please also remember the study looked only at the peak morning traffic period. Design recommendations are made based on this brief period of time so the remainder of the day will not achieve queuing like this.

Point - 3 Queue Location

- **Staff Concern:** One the occasions when queuing spills out of the drive thru, overflow will block existing parking stalls and drive aisles.
- **Proposed solution:** for extreme scenarios such as this when the stacking exceeds 18 cars, Dutch Bros. will have multiple employees taking orders. One of these employees can direct cars in the queue to park in an available spot on the adjacent parcel to avoid conflicts as we have a Reciprocal Access and Parking Agreement with the adjacent properties (4 stalls). **Please see Figure 4 below for Kimley Horn's conclusion on the queue length from the Traffic Study which confirms it would be rare for this to happen:**

Figure 4: Kimley Horn Conclusion on Queue Length

2. *The drive-thru length is expected to be adequate for typical queues – based on the sample sites' observed queuing data, it is expected that the provided drive-thru queue length will be adequate.* In addition, combined with the alley driveway being restricted to ingress-only, any queue spillbacks are expected to be contained on site. Excessive queue spillbacks will be directed towards the Folsom Road driveway and it is recommended that "KEEP CLEAR" pavement markings be installed along the alley to limit any vehicle conflicts for exiting vehicles wishing to access Folsom Road. It is also recommended that a Traffic Management Plan be utilized during the first few months of operation with a person on-site directing vehicles to ensure they do not block the alley.

Staff is concerned with overflow queuing extending into the remainder of the site. The property has a reciprocal access and parking agreement with the adjacent properties. The 2 other uses are a taqueria and donut shop. Neither have a significant demand for parking, especially the taqueria, during the morning peak period. On their own, they have more parking than needed per the City's parking requirement. They are currently over parked by 5 stalls. In extreme scenarios when there is overflow, there are spaces available for the runners to have customers park cars and bring them their drinks.

Point - 4 Folsom Road Driveway

- **Staff Concerns:**
 - **Left turns into site from Folsom Road:** If you remove the median on Folsom Road, it opens up the door for left turns in to the site from Folsom Road (even if we have a "No Left Turn" sign). This could create conflicts based on people not obeying the rules since

there are no designs to be able to prevent the left turns from Folsom Road into the driveway.

- **Queuing on Folsom Road extending past driveway:** the traffic study calls for us to put "Keep Clear" markings on the road where the median is going to be removed. However, Staff does not feel that people would always obey these rules and that queuing would regularly extend past the driveway and cause a backup of people waiting to exit onto Folsom Road, which would then cause circulation issues on-site.

- **Proposed Solutions:**

- **Left turns into site Folsom Road:** Logically, cars going westbound on Douglas that want to go to Dutch Brothers are not going to take a right on Folsom and then a left into the property. They will take the more efficient path which is go through the intersection and make a right in the alley. We would hope that if someone did turn prematurely they would make the right decision and follow the signage. Their safest and easiest option at this point would be to turn right into the back of the Roseville Square and get themselves back in the right direction legally and safely.
- **Queuing on Folsom Road extending past driveway:** the traffic study concluded that the queuing on Folsom Road only extended past the drive way "25 times in a 3-hour period" and that "all vehicles in the queue were able to enter to the intersection allowing for egressing vehicles to turn onto Folsom Road. Therefore, it is assumed with the addition of the proposed project, egressing vehicles that will use the Folsom Road driveway will be able to do so without causing internal circulation issues on site".

In addition, it should be noted that the "average wait time" at the window per customer is 45 seconds and the average time between light changes at this intersection is 75 seconds. Therefore, we are only adding a maximum of 2 cars per light cycle to the existing traffic at this driveway, which is very minimal.

The current driveway is a right in and out. Due to the neighbors' concerns over traffic flowing onto Donner Avenue it was suggested by the traffic study that the current median be pulled back to allow cars to make a left out while exiting if they desired. However, the traffic study did indicate that the traffic heading north on Folsom Road would be very minimal. If Staff feels it would be better to keep the median in-place, we would be open to keeping the median as it important to note that Kimley Horn did not *require* this change based the low volume of traffic expected to head north. **Please see their conclusions from the Kimley Horn traffic study in Figures 5 and 6 below:**

Figure 5: Kimley Horn Conclusion on Folsom Road Median

4. *Current site access restricts egress to the north* – Currently, a concrete median prevents left turns from the site onto Folsom Road. Vehicles leaving the site and access points north will have to exit onto Folsom Road, turn right onto Douglas Boulevard, turn right onto Donner Avenue, and turn right onto Ben Ezra Avenue to reach northbound Folsom Road. Although the volume of traffic heading north on Folsom Road is expected to be low, this routing may not be desirable. As a way to mitigate this routing, the median on Folsom Road could be opened at the site to allow left-turning traffic onto Folsom Road. “KEEP CLEAR” pavement markings should accompany the median opening so that southbound queues on Folsom Road do not restrict access out of the site. In addition, this modification should

Figure 6: Kimley Horn Conclusion on Folsom Road Queuing

5. *Queueing past the site driveway on Folsom Drive* – queueing along Folsom Road often extends past the site driveway during the AM Peak Hour. Despite this, the signal timing is such that the queue clears and any vehicles on the site wishing to access Folsom Road would be able to do so during a green light. “KEEP CLEAR” pavement markings proposed in Conclusion #4 above, while not required based on observations of the operation, would preserve access to the site when queues extend past the site driveway.

Point - 5 Middle Driveway on Douglas

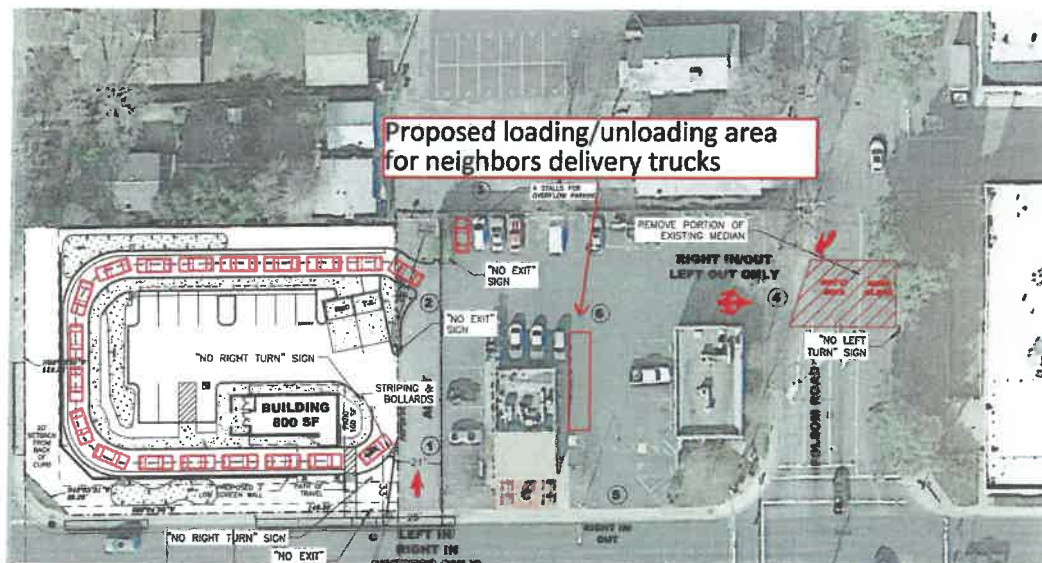
- **Staff Concern:** people will utilize this middle driveway to exit the project if queues on Folsom Road are long. This would push more people back onto Douglas, to make a right on Donner, then a right back on Ben Ezra, to then make a right on Folsom Road to get back onto Douglas.
- **Proposed Solution:** The time it would take to negotiate through Donner Avenue to Ben Ezra and Folsom Road (.35 miles total) would take longer than the 75 seconds it takes for the light at Folsom Road/Douglas Blvd to change to green. Performing the maneuver above likely would put the customer behind the short line waiting people who were waiting for the light to go green on Folsom Road when they left the parking lot (due to the narrow streets lined with parked cars and speed bumps). After doing this once, it is highly unlikely that anyone would do this again. Also, again per the conclusions shown in Figures 5 and 6 above, Kimley Horn concluded that the northbound traffic would be very low and have a minimal impact on the surrounding neighborhood (as evidenced by their optional recommendation for the median on Folsom Rd. to be removed instead of a requirement). Lastly, there would only be an average of 2 cars per green light exiting the Dutch Bros. (based on a 45 second average time at the window).

We understand the neighbors' concerns for additional traffic on their narrow streets. Based on the traffic study's data this site plan would only equate to to SIX (6) total new trips down Donner Ave during peak hours. According to the study, a large number of the anticipated people coming to Dutch Bros. will be the same people from the surrounding neighborhood that would not be heading back north after exiting.

Point - 6 Vehicle backing and loading

- **Staff Concerns:** it should be noted that this is only a concern when queuing spills out into the drive aisles and common areas of the adjacent parcel which, per above, would be extremely rare and we have taken drastic measures to mitigate this. Staff's concern is that when traffic reaches this volume, conflicts could arise with vehicles and delivery trucks on the adjacent parcel.
- **Proposed Solution:** please see responses above under Points 1-5 regarding the solutions to mitigate queuing in the drive aisle and within the common areas of the project. Regarding the loading/unloading of delivery vehicles, there is a very logical location for these delivery trucks to load and unload that they are not currently using. **Please see Figure 7 below:**

Figure 7: Proposed Loading/Unloading Area for Neighbors



As we pointed out before, we don't believe there will be an overflow of cars from the 350' drive thru lane. In the extreme scenario in which we reach stacking greater than this, the cars will be directed to park in the extra spaces provided for on-site and within the Project during peak hours. As staff pointed out the adjacent taqueria and donut shop do not generate large volumes of traffic so even in the instance that queuing would go beyond the drive thru lane there wouldn't be a lot of parked traffic going to the other businesses which would leave us with available parking spaces to park excess traffic.

Point – 7 Left turn on Douglas to Hillcrest Center

- **Staff Concern:** Staff is concerned about traffic trying to get to businesses across the street on Douglas and are worried that these customers will make illegal u-turns on Douglas Blvd since they will not be able to make left turns into Hillcrest center.

- **Proposed Solution:** The exhibit provided shows the 75' throat to the alleyway. There still is approximately 30' available for a vehicle to turn into the Hillcrest Center assuming the entire 75' is taken up by cars going to Dutch Brothers. There are 5 business across the street. Only 2 of which are open before 8:30 AM (Kelly Moore and Major League Performance). Therefore, this center does not generate excessive numbers of cars during the morning peak hours. Given that these are very low volume uses and our high-volume use only requires 75 feet of stacking for a left turn. 30 feet should be more than enough to service this building during this short window of peak hours.

It is also important to note that Kimley Horn studied this specific left turn (and related storage) in their traffic study and did not mention any potential conflicts with the shopping center across the street.

Please see Figure 8 below:

Figure 8: Kimley Horn Left Turn Storage Conclusion from Traffic Study

Left-Turn Storage

- The existing storage for those left-turns attempting to enter the project from eastbound Douglas Boulevard is sufficient for the calculated required distance of 75-feet.

PROPERTY CHARACTERISTICS:

We would also like to provide a detailed comparison of our site vs. the sites that we are being compared against. Specifically, that our site is has a larger/safer design and has a lower traffic count than any of the Dutch. Bros. observed in the traffic study.

Dutch Bros. has received a bad reputation for some poorly designed sites in the past including the Rocklin site that was analyzed in the traffic study and the Davis, CA kiosk that the neighbors have brought up several times. Our site has been designed to avoid issues that Dutch Bros. (and various cities) has ran into in the past. **Please see some key elements of our site plan below:**

- **Single-lane drive-thru:** as this is the most efficient layout for Dutch Bros. and allows them to speed up the time at the window by taking orders in-line and often times delivering drinks to customers who are still in line (0 seconds at the window).
- **350-foot drive-thru lane:** the longest in the City of Roseville
- **15 parking spaces:** more than any of the sites in the area that were observed in the traffic study.
- **475 feet from a main arterial:** longer distance than any of the sites observed in the traffic study besides the Dutch Bros. at Foothills/Baseline.

- **3 driveways:** to provide convenient access and circulation and is more than adequate for a development of this size.

Figure 9: Comparison of Physical Characteristics of Drive-Thru Sites from Traffic Study

Site	Lot Size	Drive-Thru length	Stacking Distance to closest Main Arterial	# of parking stalls	Existing Traffic Count (cars per day)	Max Queue
Rocklin Dutch Bros.	.40 acres	260 feet	90 feet to Springview	7	37,000	12
Roseville Dutch Bros.	.57 acres	190 feet	491 feet to Foothills Blvd	12	58,000	13
Starbucks Roseville	.38 acres	217 feet	360 feet to Pleasant Grove Blvd	12	72,000	17
Davis Dutch Bros.	.325 acre	290 feet	75 feet to Lincoln Highway	4	Unknown	Unknown
Proposed Project	.50 acres	350 feet	475 feet to Douglas Blvd	15	36,000	17

CONCLUSION:

Both of these parcels are currently zoned Community Commercial (CC). A drive thru use is a permitted use per the City's zoning code for both parcels. The site design meets the City's community design guidelines. The additional landscaping and screen wall provide a buffer between the residential uses and the development will help transform the area currently vacant with weeds and homeless into a modern and vibrant commercial area that is consistent with the other uses along Douglas Blvd. It will be a much more attractive and safer place with this development.

Dutch Brothers is willing to reduce the 24-hour operation originally proposed at this site to 5am to 11pm understanding the proximity to the adjacent neighborhood. This is something we would be open to have City Council place as a condition on the project. A typical shift will have 4-6 employees with a maximum of 8-9 employees at the busiest times of day to control the large volume during peak hours. No speaker box or amplified sound system is proposed.

The Staff Report is only considering peak hour traffic and is making an assumptions that customers are going to make bad choices and that traffic will overflow into the streets. We have adequately addressed these potential issues with the responses above, site plan changes and the traffic management plan we outlined at the Planning Commission meeting. This site plan was designed to specifically avoid these issues and this kiosk is the most well-designed site of all sites analyzed per the Property Characteristics shown in the previous section.

Based on the information presented in this appeal, we are confident in saying that this project will result in a safe, efficient, and harmonious development that will bring a much needed new and refreshing development to this corner that has been vacant for so many years. Therefore, we are confident that Finding #2 of the four (4) findings of fact for Design Review can be made to approve this Design Review Permit for this coffee kiosk and we look forward to getting this Project approved.

Sincerely,

A handwritten signature in blue ink, appearing to read 'CB', with a long horizontal flourish extending to the right.

Chase Burke
Ethan Conrad Properties, Inc.
Vice President
BRE #01879336



DEVELOPMENT SERVICES – PLANNING DIVISION
311 Vernon Street
Roseville, California 95678-2649

EXHIBIT A

June 7, 2017

Mr. Chase Burke
Ethan Conrad Properties
2295 Iron Point Road, Suite 100
Folsom, CA 95630

**Subject: Pre-Application - Design Review Permit – Drive-Thru Coffee Kiosk – 1017 Douglas Boulevard
– Planning File #PL16-0334**

Dear Mr. Burke,

We have completed our review of your Pre-Application a Design Review Permit (DRP) to construct a ±700 square foot drive-thru coffee kiosk and associated site improvements at 1017 Douglas Boulevard. This letter pertains to the plans you submitted on May 20, 2017 and includes developing the drive-thru coffee kiosk on 1017 Douglas and 229 Donner Way (see attached site plan).

This letter will provide an up to date review of your plans by the Development Services Department's Planning Division and Engineering Division. I am also including the draft comments and conditions from other City departments and divisions that were based on the initial submittal of the pre-application file.

The Pre-Application submittal was evaluated in the following areas: 1) Planning Review of consistency with City land use policies, design guidelines and development standards, 2) Engineering Review of traffic circulation design and potential impacts to the public roadways, and 3) environmental status. As mentioned above, a draft of recommended conditions of approval are included with this letter.

Planning Review:

The following comments pertain to the site plan submitted on May 20th, 2017.

1. The site plan is consistent with the landscape setback requirements found in the City's Community Design Guidelines. The site plan depicts the required twenty foot landscape setback from both Douglas Boulevard and Donner Way. An eleven foot landscape setback is provided on the northern portion of the parcel to buffer the project site from the adjacent single family home.
2. The site plan is consistent with the Zoning Ordinance parking requirements for a drive-thru coffee kiosk. The required fourteen spaces are depicted on the site plan.
3. The location of the trash enclosure does not appear to meet the City standard for a 60 foot clear approach. At the time of formal submittal, this issue will need to be addressed.
4. It will be necessary to provide a Reciprocal Access Agreement with adjacent properties (donut shop and taqueria) to ensure that adequate, shared access will exist for the site.

5. A detailed Landscape Plan must be submitted with the formal submittal of a DRP. Planning staff will be evaluating perimeter landscaping and low walls for consistency with the Community Design Guidelines as well as an appropriate buffer to the residential property north of the site.
6. Building elevations will be required with the formal submittal of a DRP. The DRP Application Checklist requires submittal of a Sample Board of Materials and Colors (label manufacturer, type of material and color name). The application submittal did not include a Materials and Color board. Please provide a Materials and Colors Board for planning review.

Engineering Review:

1. The driveway entrance on Douglas Boulevard should be reconstructed to a width of 25 feet.
2. The stacking distance depicted on the site plan provides adequate stacking distance for the drive-thru kiosk use. This design should not result in traffic backing up onto City streets.
3. The Access and Circulation study prepared for this pre-application can be relied upon for the formal DRP submittal.

Environmental Status

All projects are subject to an environmental review in accordance with the California Environmental Quality Act (CEQA). This environmental review is required to determine if the project will have an impact on the environment. An assessment of the potential environmental impacts will be done upon receipt of the formal DRP submittal.

Draft Comments and Conditions

As mentioned above, a set of draft conditions and comments is attached to this letter. With the exception of the Planning and Engineering comments above, the attached document is based on a review of the originally submitted site plan and not the revised site plan. Comments/conditions that are double-underscored apply specifically to this project. Comments/conditions that are shown in plain text (no underscore) are general comments/conditions that apply to all Design Review Permit (DRP) applications. Comments/conditions that are in ~~strikeout~~ mode do not apply to the project. Additional conditions of approval and project design comments/issues may change pending further analysis by staff, and incorporation of recommended site/design change items.

If you should have any questions regarding this matter, I may be contacted in the Planning Division at (916) 774-5294. I look forward to working with you on your project.

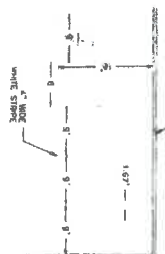
Sincerely,



Gregory W. Bitter, AICP
Planning Manager

Attachments: May 20, 2017 Site Plan
Draft Conditions/Comments

1 PROPOSED PARKING ENLARGEMENT DETAIL
 SCALE: 1"=10'

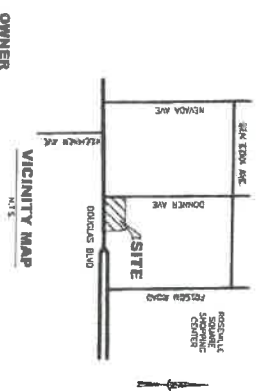
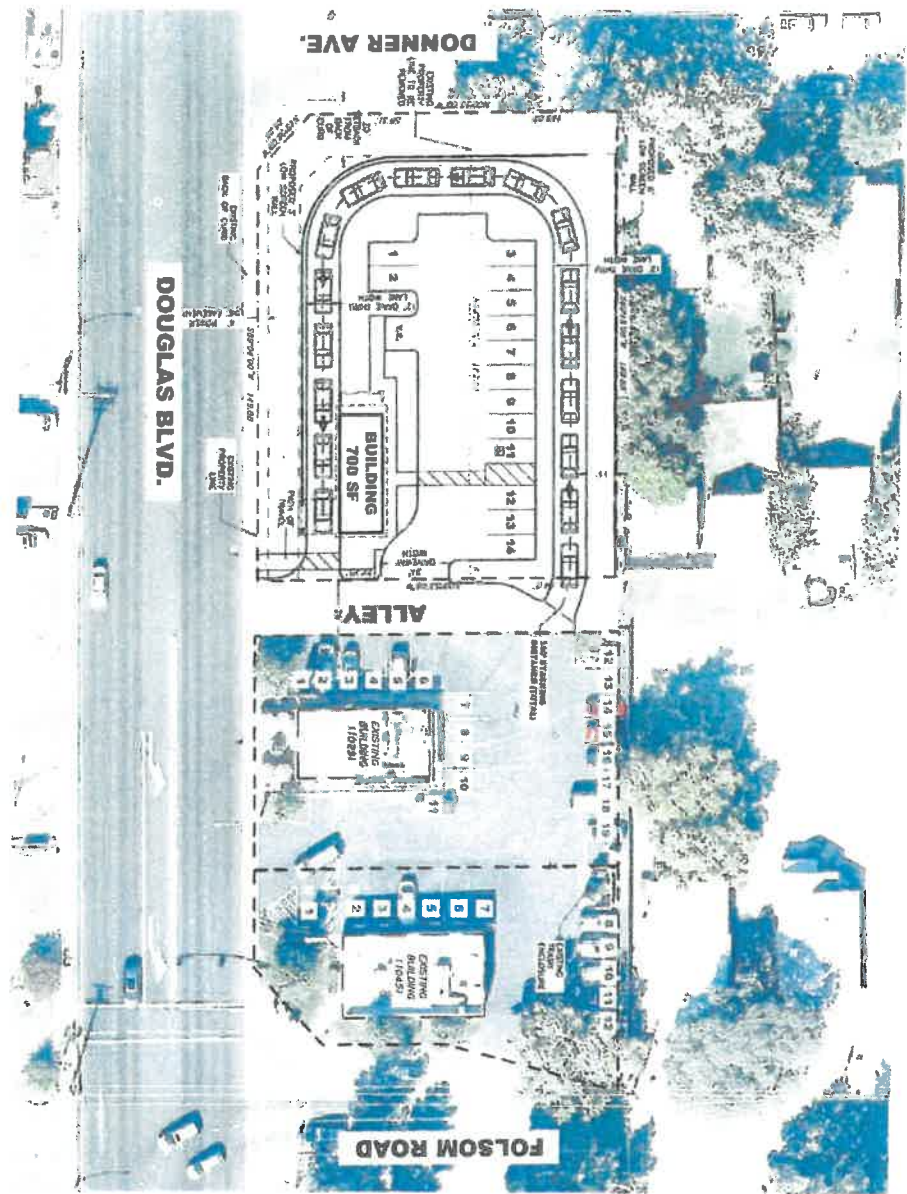


LEGEND

---	EXISTING BOUNDARY
---	PROPOSED STANDING DISTANCE
---	LOT LINE TO BE REMOVED
---	BUILDING SETBACK
---	SCREEN WALL

PARKING TABLE

ADDRESS	BLDG AREA	PARKING REQUIRED	PARKING PROVIDED
1017 DOUGLAS BLVD.	700 SF	14 STALLS	14 STALLS
1025 DOUGLAS BLVD.	1,421 SF	14 STALLS	19 STALLS
1045 DOUGLAS BLVD.	1,237 SF	12 STALLS	12 STALLS
TOTAL	3,358 SF	40 STALLS	45 STALLS



OWNER
 JMC PROPERTIES, LLC
 112 E. BIDWELL STREET
 ROSSEL, CA 95660
 PHONE: (916) 256-4100
 CONTACT: JONN KORNISH

DEVELOPER/APPLICANT:
 ETHAN CONRAD PROPERTIES
 1100 MARSHAL DRIVE, SUITE 100
 ROSSEL, CA 95660
 PHONE: (916) 775-0100
 CONTACT: ETHAN CONRAD & CHASE BURKE

ENGINEER
 RSC ENGINEERING, INC.
 2245 2ND STREET, SUITE 150
 ROSSEL, CA 95660
 PHONE: (916) 789-2884
 CONTACT: TRIFANY WILSON

APN:
 013-194-027 & 013-194-012

LOT SIZE:
 0.51 ± AC TOTAL LOT SIZE

GENERAL PLAN:
 CC COMMUNITY COMMERCIAL (INFL. SPECIFIC PLAN AREA)

ZONING:
 CC COMMUNITY COMMERCIAL (INFL. SPECIFIC PLAN AREA)

BUILDING SIZE:
 700 S.F.

PARKING:
 PARKING REQUIRED: 14 STALLS
 PARKING PROVIDED: 14 STALLS (13 STANDARD & 1 ADA)
 *CROSS ACCESS AND PARKING PROVIDED WITH ADJACENT PROPERTIES UNDER SAME OWNERSHIP

PRELIMINARY SITE PLAN
DRIVE-THRU COFFEE KIOSK
 1017 DOUGLAS BLVD. & 220 DONNER AVE.
 ROSSELVILLE, CA 95678



DATE	DESCRIPTION

ETHAN CONRAD PROPERTIES



SHEET TITLE
PRELIMINARY SITE PLAN
SHEET NO.
Sp1
 OF 1
 DATE: APR 2, 2017



DRAFT
CONDITIONS OF APPROVAL
PRE APPLICATION – POTENTIAL DRP
APPLICATION FOR SITE
1017 DOUGLAS BL

COMPUTER FILE:	G:\PLANNING\COMMENTS\2016\PL16-0334			
FILE NUMBER:	PL 16-0334			
FULL COST JOB NUMBER:	170056			
LAST DAY TO COMMENT:	OCTOBER 12, 2016			
PROJECT NAME:	INFILL PCL 187 - DRIVE-THRU COFFEE KIOSK			
PROJECT TYPE:	PRE-APP POTENTIAL DRP APPLICATION FOR SITE			
PROJECT PLANNER:	RON MILLER			
DEPARTMENT CONTACT	1st Review (date) Black	2nd Review (date) Blue	3rd Review Conditions Modified (date) Red	Comments:
Atty's Office: {Name}				
Building: Helmer (774-5192)	10/6/16			See comments
Electric: McAvoy (774-5633)	10-4-16			See comments
Engineering: Stout/Todd (774-5339)	10/17/16			See comments
Engineering: Walker (746-1300)				
EnvironUtilities/Refuse: Dave Samuelson (774-5669)	10/24/16			See comments
Finance: {Name}				
Fire Dept.: Patrick Chew (774-5823)	10/20/16			No Comments
Housing: {Name}				
Parks & Rec.: Tara Gee (774-5253)	10/3/16			No Comment
Planning: Miller (774-5282)	10/18/16	6/6/2017		See Comments
Police: Baquera (774-5100)				
Streets: Dankbar (774-5790)				
Transportation: Dour/Giordano (774-5293)	10/7/16			See comment

NOTE: Please do not change the name of this file after editing. If you would like to save a copy for your records, use the "save as" command and save it on your computer. Please use strike through on any standard conditions that do not apply to this project.

ITEMS THAT ARE INFORMATIONAL

Building

A Building permit is required for the construction of this project.

Electric All existing Roseville Electric facilities will need to be on all future civil drawings.

Environmental Utilities

No person shall discharge, or cause to be discharged, any wastewater from food service establishments (FSE) directly or indirectly into the public sewer without first obtaining a fat, oils, and grease (FOG) waste water discharge permit (FOG WDP) from the Environmental Utilities Industrial Waste Division. For information regarding the FOG WDP application requirements and fees, please contact the Industrial Waste Technician at 916-746-1882.

Finance

Fire Department

The design and installation of all fire protection equipment shall conform to the California Fire Code and the amendments adopted by the City of Roseville, along with all standards and policies implemented by the Roseville Fire Department. All amendments, standards and policies can be found on the City's web site www.roseville.ca.us or contact Patrick Chew, Plan Check Engineer, at 916-774-5823 or pchew@roseville.ca.us with the Fire Prevention Division for information.

Planning

Public Works

➤ Engineering

1. **Prior to recordation of the lot line adjustment, the applicant shall pay the City's surveyor's processing and consulting fee of \$150.**

➤ Flood Plain

➤ Transportation

Refuse

Streets

ISSUES THAT NEED TO BE ADDRESSED PRIOR TO A PUBLIC HEARING BEING SCHEDULED

Building

Electric

Environmental Utilities

1. Submit a utility sheet showing the proposed water and sewer service locations.
2. Sewer flushing branch in the alley should be replaced with a manhole.
3. If kiosk serves coffee only, a residential bin may be used for refuse pick up. If food is to be sold then a city standard trash enclosure will be required.

Finance

Fire Department

Planning

1. The parking requirement for the coffee kiosk is nine (9) spaces. Since only four (4) spaces are shown on the site plan, the developer must submit an application and receive approval of an Administrative Permit for a Parking Reduction. The City's Planning Commission is the approval authority for such a Parking Reduction.
2. The site plan indicates only a one-foot setback between the drive thru lane and the north property line between the kiosk property and the residential property to the north. Community Design Guidelines (CDG) Chapter CC-6 states, "When adjacent to single-family residences, side and rear setbacks shall allow for a sufficient planter area adjacent to the property line to buffer impacts..." As proposed, the one-foot setback does not meet this requirement and is not adequate to install the proper amount of landscaping and trees required for this border.
3. CDG CC-6 also states that "Noise attenuation... should be provided through a combination of sound barriers, landscaping, and setbacks." The one-foot setback does not provide enough space to include the landscaping component of noise attenuation; therefore, the site design does not comply with this requirement.
- 4.1. Since the project site abuts a single-family residential subdivision, a masonry sound wall (minimum of 6 feet in height) shall be installed along the north property line.
- 5.2. Applicant must provide a Reciprocal Access and Parking Agreement with adjacent properties (donut shop and taqueira) to ensure that adequate parking will exist for the kiosk facility.
- 6.3. Parking spaces shown on the site plan for the kiosk do not meet Zoning Ordinance standards for design. All spaces must be double-striped, per the Zoning Ordinance.
- 7.4. Site Plan must show detail of parking space design, including dimensions, and striping detail and dimensions.
- 8.5. Handicapped parking space encroaches into the drive-thru lane by one foot (1'). Circulation or parking space detail must be modified to eliminate this encroachment.
- 9.6. Applicant must provide a landscape plan that includes plant palette, planting plan, parking lot shade calculations, and Water Efficient Landscape (WEL) requirements (irrigation plan, water usage, etc.).

- 10.7. Prior to reviewing a Design Review Permit for the site, the applicant shall provide elevations of the proposed kiosk to ensure compliance with Community Design Guidelines.

Public Works

> Engineering

1. A traffic study will be required to evaluate site access and drive thru queuing. The City will obtain a proposal from a traffic engineer and will submit to the applicant for authorization.
- 2.1. The proposed project will create greater the 2500 SF of impervious surface and will be subject to the City's adopted water quality standards. The applicant will need to provide a water quality design and calculations to show they meet the requirements set forth in the West Placer Water Quality Design Manual. The manual can be found on the City's website at http://www.roseville.ca.us/gov/development_services/engineering_land_development/stormwater_design_inspection/post_development_run_off_control.asp.
- 3.2. Provide utility and landscape plans for review.

> Flood Plain

- > Transportation Bike Parking and clean air vehicle spaces shall be provided per the California Green Building Standards. Bike rack/locker design and location shall be approved by Alternative Transportation. Describe your plan for complying with these requirements. (Alternative Transportation, Building)

Refuse

Streets

DRAFT CONDITIONS OF APPROVAL FOR DESIGN REVIEW PERMIT

Planning

1. This design review permit approval shall be effectuated within a period of two (2) years from this date and if not effectuated shall expire on (date two years from public hearing). Prior to said expiration date, the applicant may apply for an extension of time, provided, however, this approval shall be extended for no more than a total of one year from (date two years from public hearing).
2. The project is approved as shown in Exhibits A - ? and as conditioned or modified below. (Planning)
3. The project shall comply with all required environmental mitigation identified in the (state the Environmental Document name). (Planning)

Business Services

4. The project shall be addressed as 1017 Douglas Boulevard. ~~All projects with multi tenants or buildings must submit a site plan with building footprint(s) to the Development Services Department (Business Services — Addressing) for building/suite addressing. (Business Services)~~

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 months after end or warranty or 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 are approved and grading and/or encroachment permits are issued by the Department of Public Works (Engineering)
8. The approval of this project does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. (Engineering)

PRIOR TO ISSUANCE OF BUILDING PERMITS:

General (includes similar conditions from different departments)

9. Parking stalls shall meet, or exceed, the following minimum standards:
 - a. All parking stalls shall be double-striped. Parking stalls adjacent to sidewalks, landscaped areas or light fixtures, and all Accessible stalls shall abut a 6" raised curb or concrete bumper. (Planning)
 - b. Standard -- 9 feet x 18 feet; Compact--9 feet x 16 feet; Accessible--14 feet x 18 feet (a 9 foot wide parking area plus a 5 foot wide loading area) and a minimum of one (1) parking space shall be Accessible van accessible--17 feet x 18 feet (9 foot wide parking area plus an 8 foot wide loading area). (Planning)
 - c. An 'exterior routes of travel' site accessibility plan incorporating slope, cross-slope, width, pedestrian ramps, curb ramps, handrails, signage, detectable warnings or speed limit signs or equivalent means shall comprise part of the site improvement plans submitted to City for review, prior to building plan check approvals. This site accessibility plan shall also include:
 - i) ~~Handicapped~~ Accessible parking stalls shall be dispersed and located closest to accessible entrances. The total number of accessible parking spaces shall be established by Table ~~44-B-6~~ 11B-208.2 of the CBC.
 - ii) Accessible Parking spaces and crosswalks shall be signed, marked and maintained as required by Chapter 11B of the CBC.
 - iii) Accessible parking and exterior route of travel shall comply with CBC, ~~Sections 1127B and 1129B~~ Chapter 11B. (Building)

Planning

10. Signs and/or striping shall be provided on-site as required by the Planning Department to control on-site traffic movements. Parking lot striping and signage shall be maintained in a visible and legible manner. (Planning)
11. The plans submitted to the Building Department for permits shall indicate all approved revisions/alterations as approved by the Commission including all conditions of approval. (Planning)
12. The project Landscape Plans shall comply with the following:
 - a. The Landscape Plan shall indicate the location of, and be designed to avoid conflicts with, all pole-mounted light fixtures and utility equipment including (but not limited to) electric transformers, switchgear, and overhead lines, backflow preventors, fire department connections, and public water, sewer, and storm drain facilities. (Planning, Fire, EUD, Electric, Public Works)
 - b. The tree plantings in the parking lot shall be designed to provide a minimum of 50% shade coverage after 15 years. (Planning)
 - c. At a minimum, landscaped areas not covered with live material shall be covered with a rock, (2") bark (no shredded bark) or (2") mulch covering. (Planning)
 - d. The landscape plan shall comply with the Landscape Guidelines for Commercial Development, as set forth in the City's Community Design Guidelines, and the City of Roseville Water Efficient Landscape ordinance (Ordinance 4786, adopted 11/04/2009). (Planning)
 - ~~e. Landscaping adjacent to preserve areas shall consist of California native, drought-tolerant groundcover, shrubs, plants and trees. (Open Space, Planning)~~
 - f. All landscaping in areas containing electrical service equipment shall conform with the Electric Department's Landscape Requirements and Work Clearances as outlined in Section 10.00 of the Departments "Specification for Commercial Construction." (Electric)
13. Any roof-mounted equipment and satellite dishes proposed shall be shown on the building plans. The equipment shall be fully screened from public streets and the surrounding properties. (Planning)

Building

- ~~14. At the time of building permit application and plan submittal, the project applicant shall submit a proposed plan which shows the suite addressing plan for individual tenant spaces within the building. The Chief Building Official, or the designate, shall approve said plan prior to building permit approval. (Building)~~
15. A separate Site Accessibility Plan which details the project's site accessibility information as required by California Title 24, Part 2 shall be submitted as part of the project Building Permit Plans. (Building)
- ~~16. For Multiple Building Complexes: As part of the required Site Accessibility Plan, the developer shall delineate the extent of the site accessibility improvements being installed as part of the initial improvements for the project, and those that are planned to be developed as part of subsequent phases (i.e. around future pad buildings). (Building)~~

17. Building permit plans shall comply with all applicable code requirements (California Building Code – CBC – based on the International Building Code, California Mechanical Code – CMC – based on the Uniform Mechanical Code, California Plumbing Code – CPC – based on the Uniform Plumbing Code, California Fire Code – CFC – based on the International Fire Code – with City of Roseville Amendments – RFC, California Electrical Code – CEC – based on the National Electrical Code, and California Energy Standards – CEC T-24 Part 6), California Title 24 and the American with Disabilities Act - ADA requirements, and all State and Federally mandated requirements in effect at the time of submittal for building permits (contact the Building Department for applicable Code editions). (Building)
18. For restaurants or other food services: The developer shall obtain all required approvals and permits from the Placer County Health Department. (Building)
19. For restaurants or other food services. The developer shall obtain all required approvals and permits from the Placer County Health Department and the City of Roseville Industrial Waste Division. (Building, Environmental Utilities)
20. Maintenance of copy of building plans: Health and Safety Code section 19850 requires the building department of every city or county to maintain an official copy of the building plans for the life of the building. As such, each individual building shall be submitted as a separate submittal package. Building plan review, permit issuance and archiving is based on each individual building address.

Engineering

21. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to Public Works prior to approval of any plans. (Engineering)
22. The Improvement Plans shall include a complete set of Landscape Plans. The Landscape Plans shall be approved with the Improvement Plans. (Planning, Engineering, Fire, Environmental Utilities, Electric)
23. A note shall be added to the grading plans that states:
*"Prior to the commencement of grading operations, the contractor shall identify the site where the **excess/borrow** earthen material shall be imported/deposited. If the **borrow/deposit** site is within the City of Roseville, the contractor shall produce a report issued by a geotechnical engineer to verify that the exported materials are suitable for the intended fill, and shall show proof of all approved grading plans. Haul routes to be used shall be specified."* (Engineering)
24. ~~A standard bus shelter pad shall be installed on the _____ corner of _____~~ (Public Works)
25. ~~Developer shall be responsible for the installation of a bus shelter and related improvements conforming to the city's current standards on the shelter pad as conditioned above. The Developer and City may enter into a deferred improvement or other agreement based upon a construction cost of \$10,000 per shelter for future construction of the Bus Shelter on the _____ corner of _____ and _____ (shelter number _____)~~ (Public Works, Alternative Transportation)
26. The applicant shall dedicate all necessary rights-of-way or Public Utility Easement for the widening of any streets or transfer of public utilities across and over any portion of the property as required

with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Records Office. (Engineering)

27. All storm drainage, including roof drains, shall be collected on site and treated with Best Management Practices (BMP's) per the City's Stormwater Quality Design Manual. All storm water shall be routed to the nearest existing storm drain system or natural drainage facility. Drain outfalls shall extend down to the receiving water and shall be constructed with adequate velocity attenuation devices. The grading/improvement plans for the site shall be accompanied with a shed map that defines that area tributary to this site and all drainage facilities shall be designed to accommodate the tributary flow. The storm drain system and proposed BMP's shall be privately owned and maintained by the property owner. Prior to the issuance of any permits, the owner shall provide a plan for the maintenance of the proposed BMP's. (Engineering)
28. Prior to the issuance of any permits, the property owner shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) to the City, as defined by the Regional Water Quality Control Board. The SWPPP shall be submitted in a single three ring binder. Upon approval, the SWPPP will be returned to the property owner during the pre-construction meeting. (Engineering)
29. 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)
30. To ensure that the design for any necessary widening, construction, or modifications of Public Streets does not conflict with existing dry utilities generally located behind the curb and gutter, and prior to the submittal of design drawings for those frontage improvements, the project proponent shall have the existing dry utilities pot holed for verification of location and depth. (Engineering)
31. Sight distances for all driveways shall be clearly shown on the improvement plans to verify that minimum standards are achieved. It will be the responsibility of the project proponent to provide appropriate landscaping and improvement plans, and to relocate and/or modify existing facilities as needed to meet these design objectives. (Engineering)
32. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During plan check of the improvement plans and/or during inspection, Public Works will designate the exact areas to be reconstructed. Any existing public facilities damaged during the course of construction shall be repaired by the property owner and at the property owner's expense, to the satisfaction of the City. (Engineering)
33. ~~Improvement plans shall show the Preserve boundary and label it as a protected area. The Pre-Construction meeting shall address the presence of the Preserve, the sensitive habitats present and minimization of disturbance to the Preserve. During grading and construction the preserve area shall be avoided and shall not be used for parking, storage, or project staging. The contractor shall remove all trash blown into the preserve from adjacent construction on a daily basis. After construction is complete, the temporary fencing shall be removed from the preserve, along with all temporary erosion control measures (e.g., straw bales, straw waddles and stakes, silt fencing).~~ (Public Works, CDD, Planning)
34. ~~Prior to construction within any phase of the project, high visibility temporary construction fencing shall be installed along the parcel adjacent to the Preserve. Fencing shall be maintained daily until permanent fencing is installed, at which time the temporary fencing shall be removed from the project site.~~ (Public Works, CDD, Planning)

35. ~~With the exception of access required for maintenance and/or emergency vehicles, the project shall be designed to prevent vehicle access into the Preserve. Post and cable fencing or other improvements shall be utilized to meet this requirement. (Public Works, CDD, Planning)~~
36. ~~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. (Public Works)~~
37. Prior to the issuance of building permits, the property owner shall pay into the following fee programs: Citywide Drainage Fee, Citywide Traffic Mitigation Fee (TMF), Highway 65 Joint Partners Association (JPA), South Placer Regional Transportation Authority (SPRTA), and City/County Fee. (Engineering)
38. ~~The applicant/developer shall prepare a Transportation Systems Management (TSM) Plan for (name of project) to be reviewed and approved by the Transportation Commission. (Public Works)~~

Environmental Utilities

39. 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)"
40. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)
41. Water and sewer infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards and shall include:
 - a. Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12' unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.
 - b. Water, sewer and recycled mains shall not exceed a depth of 12' below finished grade, unless authorized in these conditions of approval.
 - c. All sewer manholes shall have all-weather 10-ton vehicle access unless authorized by these conditions of approval. (Environmental Utilities)
42. ~~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)~~

Refuse

43. Trash enclosures, recycling areas, and enclosure approaches shall be designed to current Refuse Division specifications, the materials and colors shall match the building, and the location of such

facilities shall be reviewed and approved by the Refuse Division, Planning and the Fire Department. The enclosure must have inside dimensions of 12 feet wide and 9 feet deep and be built to the specifications of the Solid Waste Department's Enclosure Description. (Refuse, Planning, Fire)

44. Access to trash enclosures shall have an inside turning radius of 25 feet and an outside turning radius of 45 feet must be maintained to allow the refuse truck access to and from the enclosure. Enclosures must have a clear approach of 65 feet in front of the enclosure to allow servicing bins. (Refuse)
45. A trash enclosure and recycling enclosure is required for each building and each tenant, otherwise, the building owner is responsible for the trash service. (Refuse)

Fire

46. The design and installation of all fire protection equipment shall conform to the California Fire Code and the amendments adopted by the City of Roseville, along with all standards and policies implemented by the Roseville Fire Department. (Fire)
47. The applicable codes and standards adopted by the City shall be enforced at the time construction plans have been submitted to the City for permitting (Fire)

Electric

48. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:
 - a. one (1) set of improvement plans
 - b. load calculations
 - c. electrical panel one-line drawings

Police

49. All on-site external lighting shall be installed and directed to have no off-site glare. Lighting within the parking areas and pedestrian walkways shall provide a maintained minimum of one (1) foot candle, and 0.5 foot candle of light, respectively. All exterior light fixtures shall be vandal resistant. (Planning & Police)
50. The parking lot shall have properly posted signs that state the use of the parking area is for the exclusive use of employees and customers of this project. (See California Vehicle Code Sections 22507.8, 22511.5, 22511.8, 22658(a), and the City of Roseville Municipal Code Section 11.20.110). The location of the signs shall be shown on the approved site plan. (Planning & Police)

PG&E

51. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

DURING CONSTRUCTION & PRIOR TO ISSUANCE OF OCCUPANCY PERMITS:

General (includes similar conditions from different departments)

52. Any backflow preventors visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventors 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 preventor to the landscaping.
 - b. For maintenance purposes, the landscaping shall only be installed on three sides and the plant material shall not have thorns.
 - c. The control valves and the water meter shall be physically unobstructed.
 - d. The backflow preventor shall be covered with a green cover that will provide insulation. (Planning, Environmental Utilities)
53. The following easements shall be provided by separate instrument and shown on the site plan, unless otherwise provided for in these conditions:
- a. A _____ foot wide public utilities easement along all road frontages.
 - b. Water, sewer, and reclaimed water easements.
 - c. Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)
 - d. Other easements (please specify) (Electric, Engineering, Environmental Utilities)
54. Easement widths shall comply with the City's Improvement Standards and Construction Standards. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor. All existing public utility, electric, water, sewer and reclaimed water easements shall be maintained unless otherwise authorized by these conditions of approval. (Public Works, Environmental Utilities, Electric)
55. Inspection of the potable water supply system on new commercial/ industrial/ office projects shall be as follows:
- a. The Environmental Utilities Inspector will inspect all potable water supply up to the downstream side of the backflow preventor.
 - b. The property owner/applicant shall be responsible for that portion of the water supply system from the backflow preventor to the building. The builder/contractor shall engage a qualified inspector to approve the installation of this portion of the water supply. The Building Division will require from the builder/ contractor, a written document certifying that this portion of the potable water supply has been installed per improvement plans and in accordance with the Uniform Plumbing Code. This certificate of compliance shall be submitted to the Building Division before a temporary occupancy or a building final is approved.
 - c. The building inspectors will exclusively inspect all potable water supply systems for the building from the shutoff valve at the building and downstream within the building. (Building, Environmental Utilities)

Engineering

56. All improvements being constructed in accordance with the approved grading and improvement plans shall be accepted as complete by the City. (Engineering)
57. The words "traffic control appurtenances" shall be included in the list of utilities allowed in public utilities easements (PUE's) located along public roadways. (Engineering)
58. ~~The applicant/developer shall prepare a Transportation Systems Management (TSM) Agreement for (Center Name) to be reviewed and approved by the City Manager. (Public Works, Alternative Transportation)~~

Environmental Utilities

59. Water, sewer and reclaimed water shall be constructed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. (Environmental Utilities)
60. All water backflow devices shall be tested and approved by the Environmental Utilities Department. (Environmental Utilities)
61. **Restaurants or other Food Service Establishment (FSE).** The applicant shall design for installation and/or install an exterior grease interceptor if the proposed business could potentially discharge substances containing fats, oils and grease (FOG) into the sewer system. The grease interceptor shall be adequate to separate and remove FOG contained in the wastewater from FSE's prior to discharge to the public sewer. (Environmental Utilities)
62. In the event an exterior grease interceptor cannot be installed due to space limitation, the developer shall install a grease trap, per City Standards, that will mechanically separate the FOG contained in the wastewater from the FSE prior to discharge to the public sewer. (Environmental Utilities)
63. Pursuant to the Municipal Code, the applicant shall apply for and obtain a FOG waste discharge permit (FOG WDP) from the Environmental Utilities Industrial Waste Division prior to occupancy or prior to discharging waste to the public sewer. The applicant shall submit information required by the Environmental Utilities Department for evaluation, including but not limited to: site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, FOG control device, grease interceptor or other pretreatment equipment and appurtenances by size, location and elevation. Additional information related to the applicant's business operations and potential discharge may be requested to properly evaluate the FOG WDP application. (Environmental Utilities)

Electric

64. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)
65. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)
66. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. This includes but is not limited to the possible relocation of power poles, addition of power poles, up-grade to existing transformers. (Electric)

67. 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)
68. All electric metering shall be directly outside accessible. This can be accomplished in any of the following ways:
 - a. Locate the metered service panel on the outside of the building.
 - b. Locate the metered service panel in a service room with a door that opens directly to the outside. The developer will be required to provide a key to the door for placement in a lock box to be installed on the outside of the door. Any doors leading from the service room to other areas of the building shall be secured to prohibit unauthorized entry.
69. One 3/4" conduit with a 2-pair phone line shall be installed from the buildings telephone service panel to the meter section of the customer's electrical switchgear or panel. (Electric)
70. It is the responsibility of the developer to insure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

OTHER CONDITIONS OF APPROVAL:

Planning

71. Signs shown on the elevations are not approved as part of the Design Review Permit. A Sign Permit is required for all project signs. (Planning)
72. Following the installation of the landscaping, all landscape material shall be maintained in a healthy and weed free condition; dead plant material shall be replaced immediately. All trees shall be maintained and pruned in accordance with the accepted practices of the International Society of Arboriculture (ISA). (Planning)

Engineering

73. The City reserves the right to restrict vehicle turning movements within the public right-of-way in the future if deemed necessary by the City Engineer. (Engineering)
74. The right-of-way along _____ shall be obtained by the developer prior to approval of improvement plans. If the developer is unable to obtain the needed right-of-way, the City shall initiate condemnation proceedings pursuant to California Government Code Section 66462.5 at the developer's expense and the developer shall defend and hold the City harmless for any liability which may occur as a result of the condemnation. (Engineering)

Fire

75. The required width of fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Minimum required widths and vertical clearances established by the Fire Code shall be maintained at all times during construction. Closure of accesses for fire apparatus by gates, barricades and other devices shall be prohibited unless approved by the Fire Chief. (Fire)

76. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)
77. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor or person responsible for the building permit must notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable or not and if site remediation is required. (Fire)

PG&E

78. The location and design of the gas service shall be determined by PG&E. The design of the gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)

Building

79. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday. Provided, however, that all construction equipment shall be fitted with factory installed muffling devices and that all construction equipment shall be maintained in good working order. (Building)
80. The developer (or designated consultant) shall certify that the building foundation location has been placed according to all approved setback requirements shown on the approved site plan. The developer shall prepare a written statement confirming building placement and provide an original copy to the City Building Department Division Field Inspector at the time of or prior to the foundation inspection. (Building)
81. Prior to Certificate of Occupancy, the applicant may apply for a Temporary Occupancy (TO) of the building. If a TO is desired, the applicant must submit a written request to the Building Division a minimum of thirty (30) days prior to the expected temporary occupancy date and shall include a schedule for occupancy and a description of the purpose for the Temporary Occupancy. (Building)
82. ~~Concurrent with submittal for plan check and prior to a request for final building inspection, the applicant may request City approval of an occupancy phasing plan to allow individual or multiple building occupancies. This request shall be made in writing to the Building Department and shall include 10 copies of the following:~~
- ~~a. A description of measures that will be undertaken to minimize conflict between residents/ building occupants and construction traffic (e.g. fencing, etc.);~~
 - ~~b. A phasing plan showing the proposed buildings, internal roads and access routes, landscaping, trash enclosure locations, and any other improvements planned for each phase; and~~
 - ~~c. Estimated time frame for each phase and a specific date for the first phase. (Planning, Building)~~

ADDITIONAL FIRE DEPT. COMMENTS WHERE REQUIRED BY OCCUPANCY:

Other:

(Fire Department)

Revised: 10/20/97
1/20/99
10/26/99
12/29/99
1/15/01
6/19/01
10/9/01
02/07/06
10/03/06
09/28/07
01/10/08
07/14/08
03/23/09
081010

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PROJECT NO:	159-002
DRAWN BY:	RSC Eng
CHECKED BY:	RSC Eng
DESIGNED BY:	RSC Eng

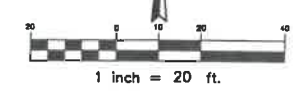
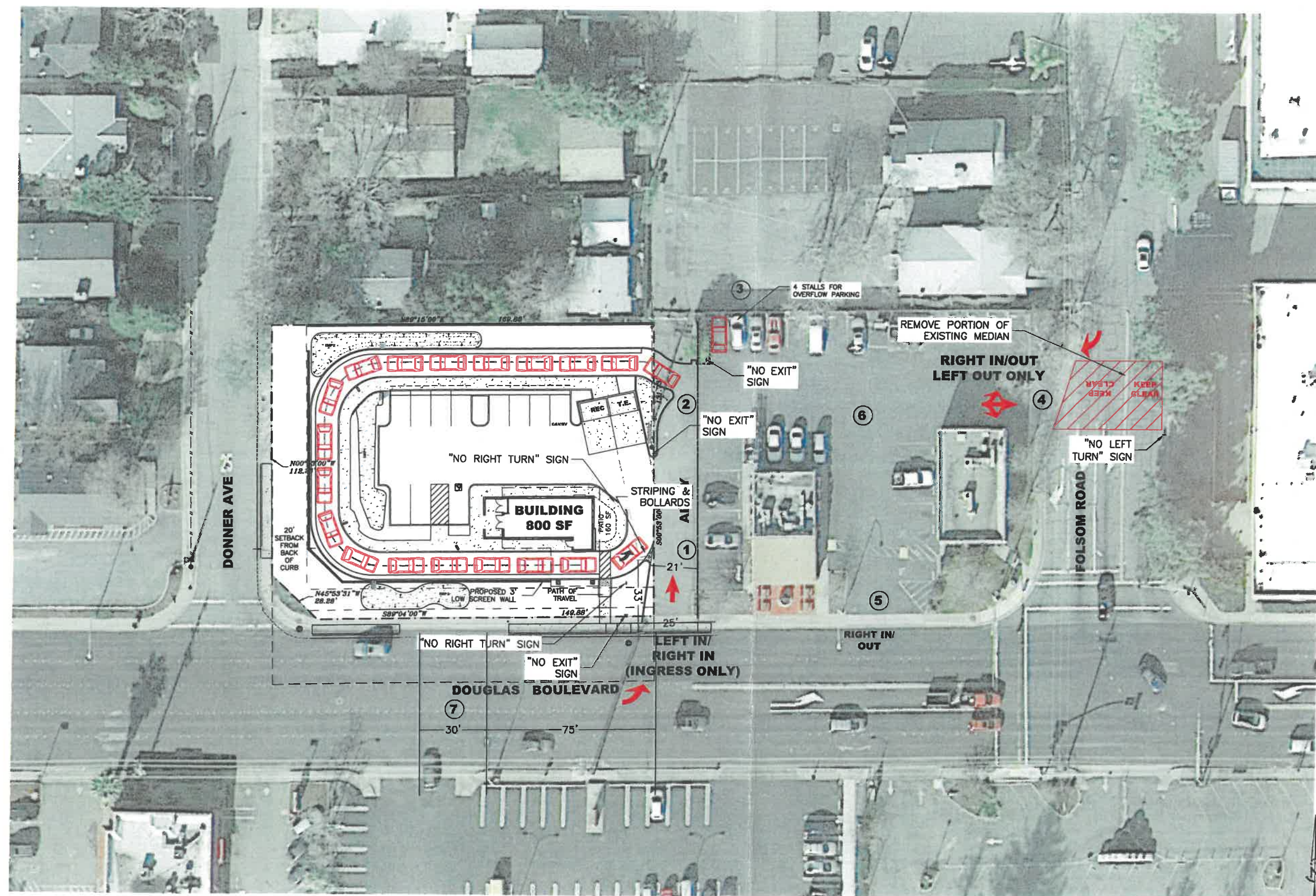
**TRAFFIC FLOW EXHIBIT
DRIVE-THRU KIOSK**

**1017 DOUGLAS BLVD.
ROSEVILLE, CA 95678**

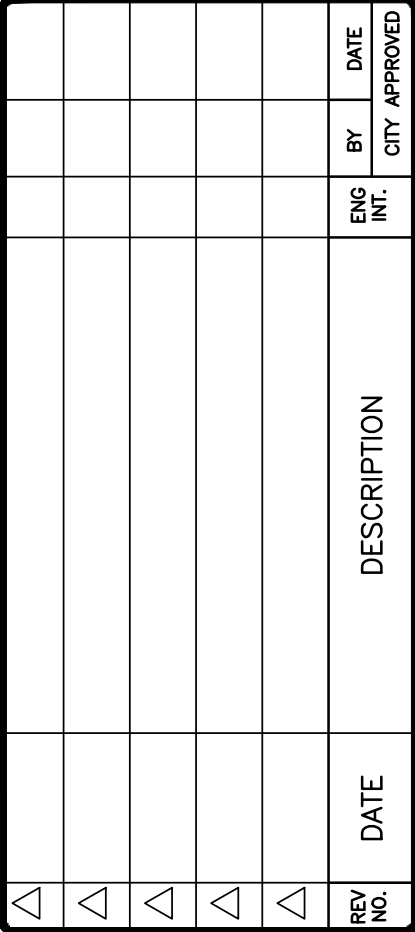
SHEET TITLE
TRAFFIC FLOW
EXHIBIT

SHEET NO.
EXH
OF **1**

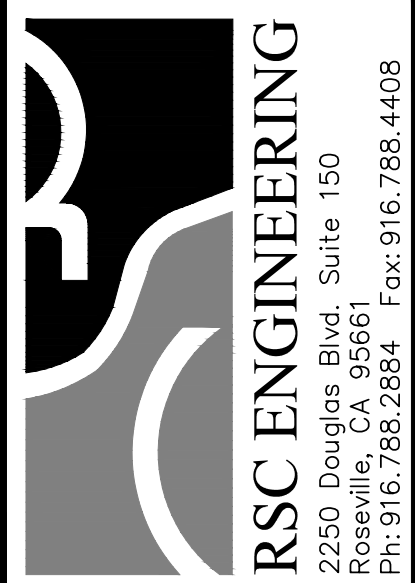
DATE: FEBRUARY 7, 2019



**ETHAN CONRAD
PROPERTIES**



— · — · — · — · — · — ·	EXISTING BOUNDARY
— — — — — — — —	PROPOSED STACKING DISTANCE
- - - - -	BUILDING SETBACK
=====	PROPOSED WALL
- - - - -	EXISTING POWER LINE OVERHANG EASEMENT
◻	PROPOSED BACKLIT MENU BOARD

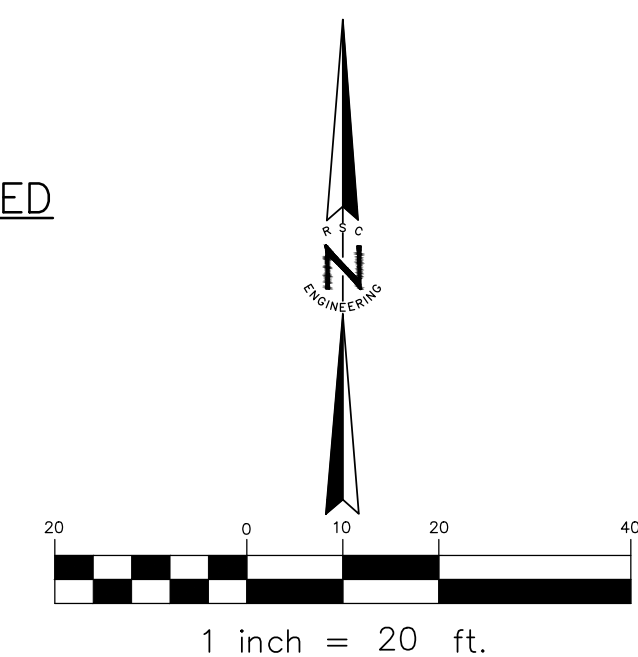
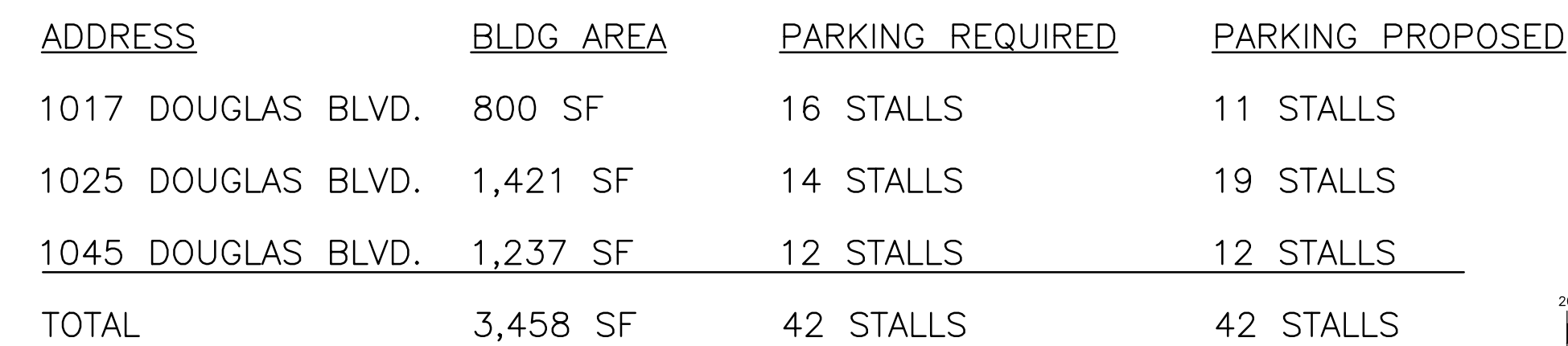


**PRELIMINARY SITE PLAN
DRIVE-THRU COFFEE KIOSK**

**1017 DOUGLAS BLVD. & 229 DONNER AVE.
ROSEVILLE, CA 95678**

SHEET NO.
SP1
OF **1**

DATE: FEBRUARY 28, 2018

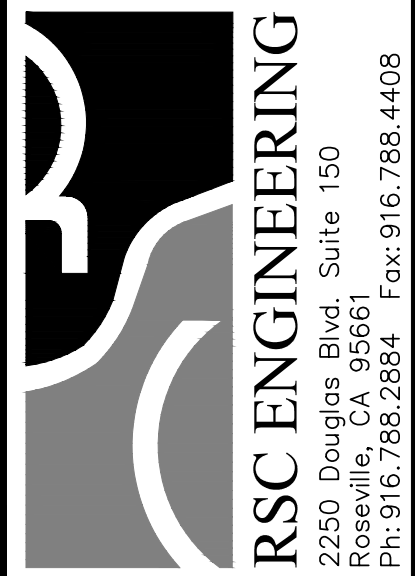


CMU WALL ELEVATIONS

SCALE: 1"=10'

(2) NOT TO SCALE

**ETHAN CONRAD
PROPERTIES**

[illegible]

PROJECT NO:	159-002
DRAWN BY:	RSC Eng
CHECKED BY:	RSC Eng
DESIGNED BY:	RSC Eng

**PRELIMINARY SITE PLAN
DRIVE-THRU COFFEE KIOSK**

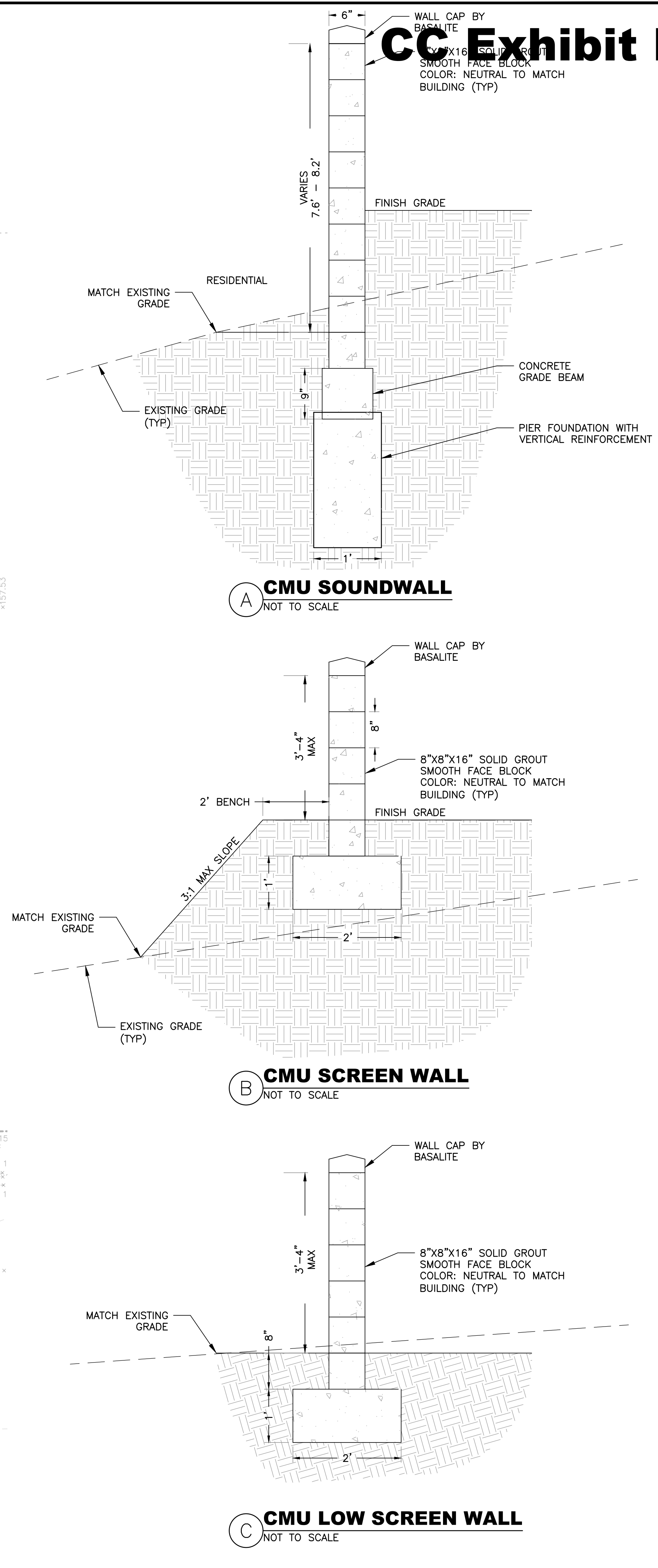
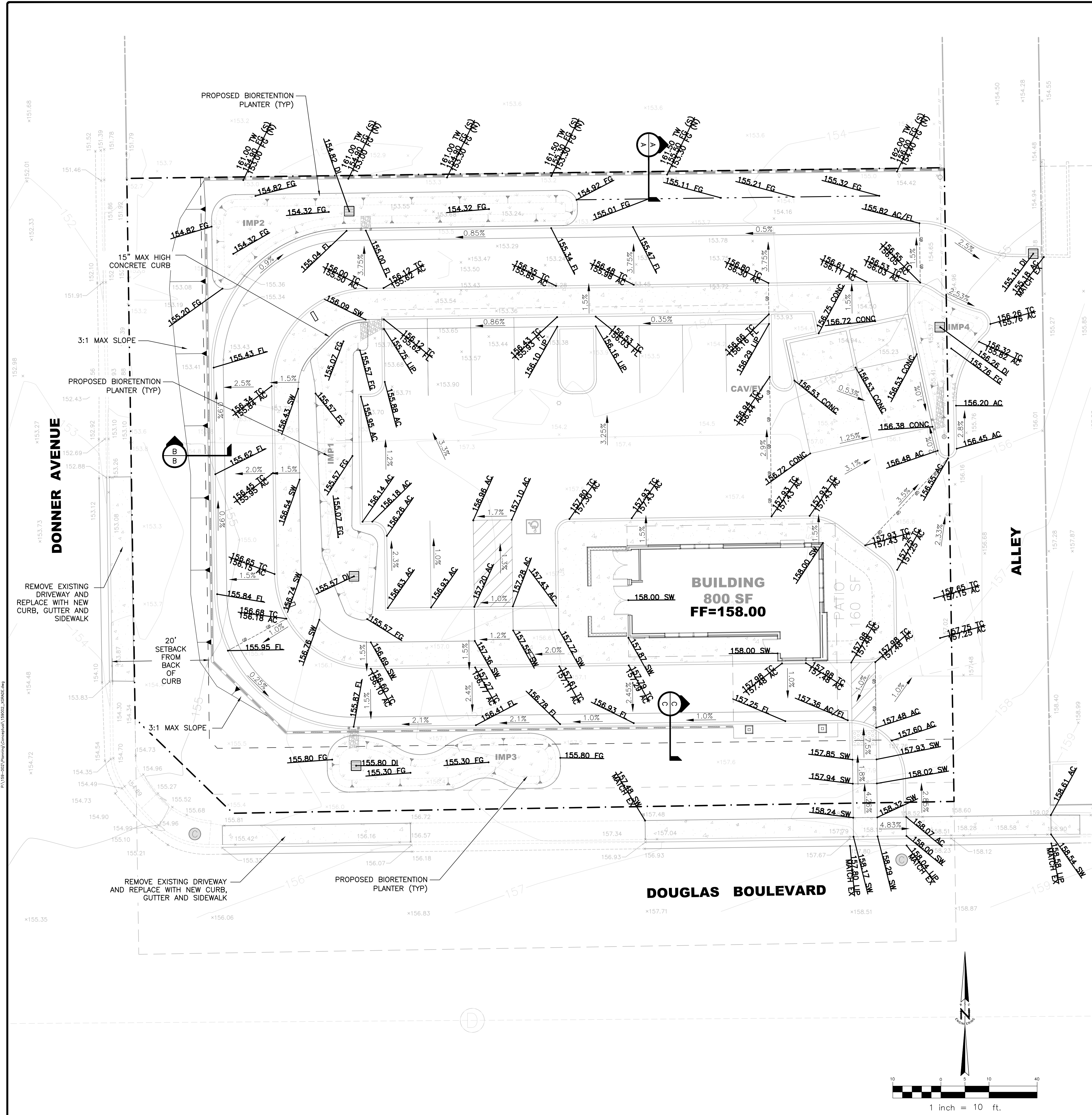
**1017 DOUGLAS BLVD. & 229 DONNER AVE.
ROSEVILLE, CA 95678**

SHEET TITLE

**PRELIMINARY
GRADING PLAN**

SHEET NO.
GR1
OF

DATE: FEBRUARY 28, 2018





Luminaire Schedule						
Symbol	Label	Arrangement	LLF	Lum. Watts	Qty	Description
	S3SL3	SINGLE	0.850	166	1	McGraw-Edison GLEDN-AF-03-LED-E1-SL3 - 17' Pole on 3' Base
	S2T4FT	SINGLE	0.850	113	1	McGraw-Edison GLEDN-AF-02-LED-E1-T4FT-7030 - 17' Pole on 3' Base
	S2T4W	SINGLE	0.850	113	1	McGraw-Edison GLEDN-AF-02-LED-E1-T4W-7030 - 17' Pole on 3' Base
	S2RW	SINGLE	0.850	113	1	McGraw-Edison GLEDN-AF-02-LED-E1-RW-7030 - 17' Pole on 3' Base

Catalog #		Type
Project		
Comments		Date
Prepared by		

Construction
Extruded aluminum driver enclosure thermally isolated from Light Squares for optimal thermal performance. Heavy-wall, die-cast aluminum end caps enclose housing and die-cast aluminum heat sinks. A unique, patent pending interlocking housing and heat sink provides scalability with superior structural rigidity. 3G vibration tested and rated. Optional tool-less hardware available for ease of entry into electrical chamber. Housing is IP66 rated.

LED drivers are mounted to removable tray assembly for ease of maintenance. 120-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation. 480V is compatible for use with 3-phase, 4-wire systems only. Standard with 1000 hr. dimming. Shipped standard with Eaton proprietary circuit module designed to withstand 10KV of transient line surge. The Galleon LED luminaire is suitable for operation in -40°C to 40°C ambient environments. For applications with ambient temperatures exceeding 40°C, specify the HA (High Ambient) version. The HA version provides greater than 90% lumen maintenance expected at 60,000 hours. Available in standard 1A drive current and optional 600mA, 800mA and 1200mA drive currents (nominal).

arm mounting requirement table. Round pole adapter included. For wall mounting, specify wall mount bracket option. **QUICK MOUNT ARM:** Adapter is bolted directly to the pole. Quick mount arm slide into place on the adapter and is secured via two screws, facilitating quick and easy installation. The versatile, patent pending, quick mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8". Removal of the door on the quick mount arm enables wiring of the fixture without having to access the driver compartment. A knock-out enables round pole mounting.

Patented, high-efficiency injection-molded AccuLED Optics technology. Optics are precisely designed to shape the distribution maximizing efficiency and application spacing. AccuLED Optics create consistent distributions with the scalability to meet customized application requirements. Offered standard in 4000K (+/- 275K) CCT 70 CRI. Optional 3000K, 5000K and 6000K CCT.

Mounting
STANDARD ARM MOUNT: Extruded aluminum arm includes internal bolt guides allowing easy positioning of fixture during mounting. When mounting two or more luminaires at 90° and 120° apart, the EA extended may be required. Refer to the

Number of Light Squares	"A" Width	"B" Standard Arm Length	"B" Optional Arm Length	Weight with Arm (lbs.)	EPA with Arm ¹ (Sg. Fb.)
1-4	15-1/2" (39.4mm)	7" (178mm)	7" (178mm)	33 (15.0 kgs.)	0.96
5-6	21-5/8" (548mm)	7" (178mm)	10" (254mm)	44 (20.0 kgs.)	1.00
7-8	27-5/8" (702mm)	7" (178mm)	13" (330mm)	54 (24.5 kgs.)	1.07
9-10	33-3/4" (857mm)	7" (178mm)	16" (406mm)	63 (28.6 kgs.)	1.12

TYPE "N"

3/4" [19mm] Diameter Hole

2"

51mm

7/8" [22mm]

1-3/4" [44mm]

(2) 9/16" [14mm] Diameter Holes

NOTES: 1. Optional arm length to be used when mounting two fixtures at 90° on a single pole. 2. EPA calculated

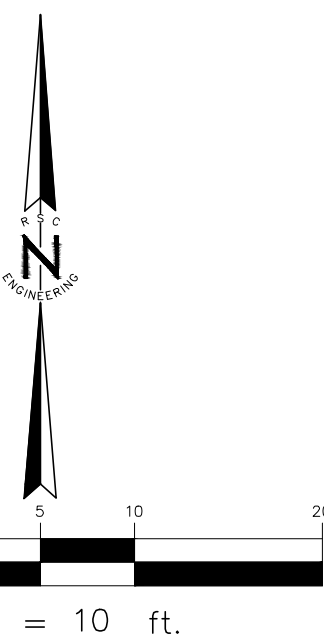


Powering Business Wins

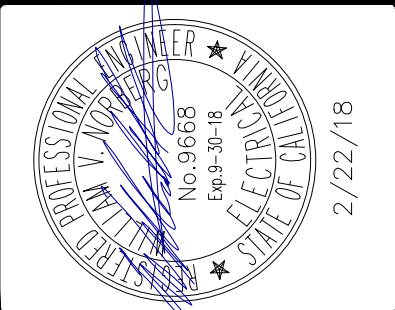
CERTIFICATION DATA
UL/cUL Wet Location Listed
ISO 9001
LM79 / LM80 Compliant
3G Vibration Rated
IP66 Rated
DesignLights Consortium™ Qualified

Electronic LED Driver
 >0.9 Power Factor
 <20% Total Harmonic Distortion
 120V-277V 50/60Hz
 347V & 480V 60Hz
 -40°C Min. Temperature
 40°C Max. Temperature
 50°C Max. Temperature (HA Option)

TD600020EN
2016-09-28 15:31:58



REV. NO.	DATE	DESCRIPTION	ENG. INCH.	BY	DATE
△					
△					
△					
△					
△					



RSC ENGINEERING
2250 Douglas Blvd, Suite 150
Roseville, CA 95661
Ph: 916.788.2884 Fax: 916.788.4408

PROJECT NO: 12133

DRAWN BY:

CHECKED BY _____

DESIGNED BY

**PRELIMINARY SITE PLAN
DRIVE-THRU COFFEE KIOSK**

**1017 DOUGLAS BLVD. & 229 DONNER AV
ROSEVILLE, CA 95678**

SHEET TITLE

PHOTOMETRIC PLAN

SHEET NO.

E1

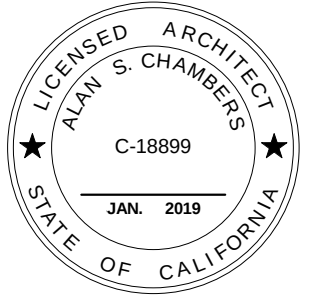
1 OF 1

DATE: FEBRUARY 7, 2018

Eagle Architects

349 Silver Lake Drive
Chico, CA 95973
530-898-0123

ALAN CHAMBERS
Architect



DUTCH BROS. DOUGLAS
1017 DOUGLAS BLVD.
ROSEVILLE, CA

[illegible]

DUTCH BROS.
COFFEE

EXTERIOR
ELEVATIONS
COLOR

Project number	1709
Date	12/13/17
Drawn by	KC
Checked by	AC

DR-4B

Scale	1/4" = 1'-0"
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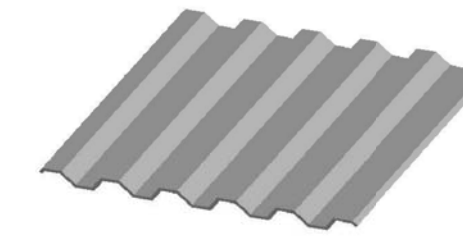
AEP SPAN, CLIP SYSTEM
COLOR: DUTCH BROS.
BLUE



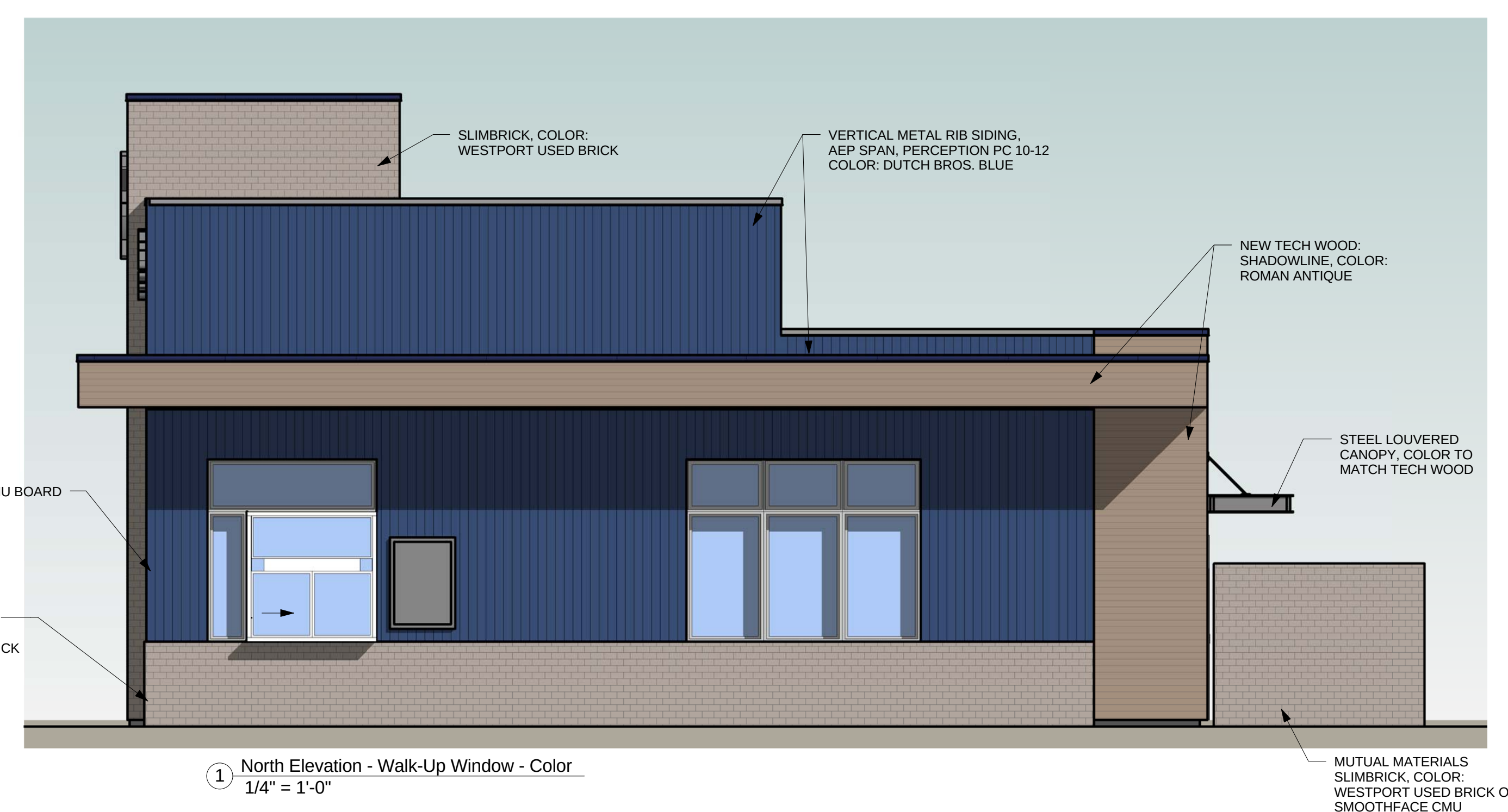
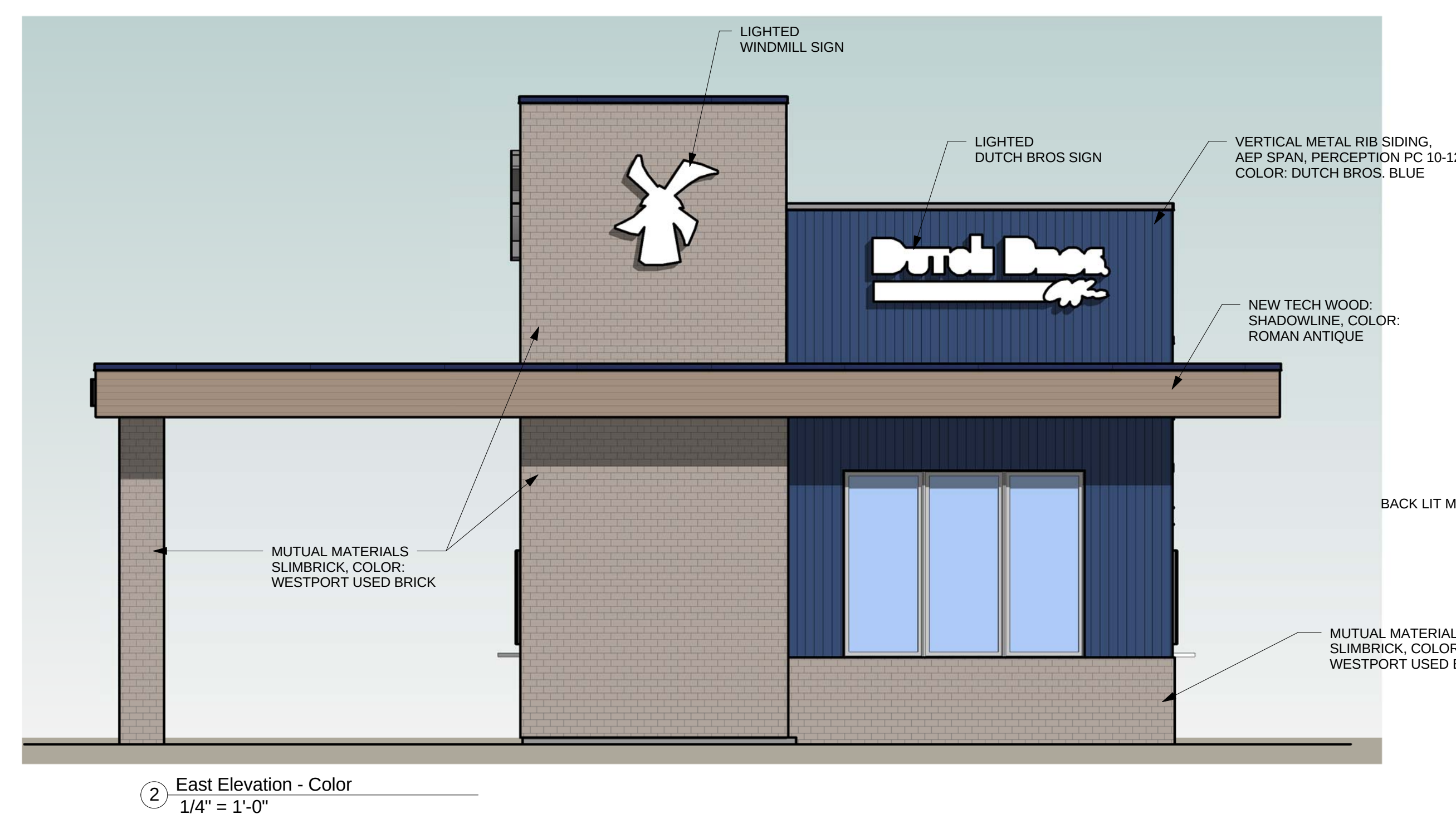
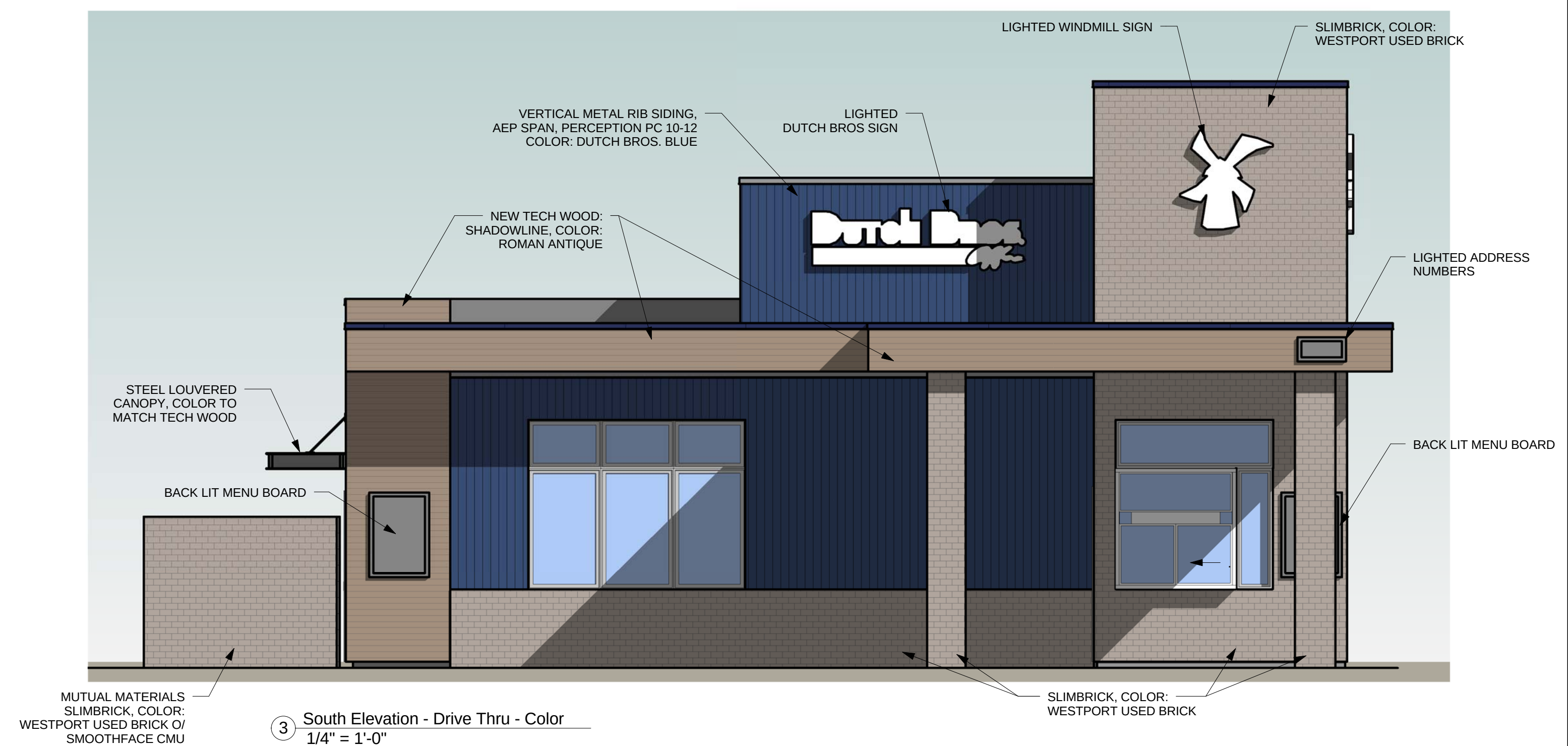
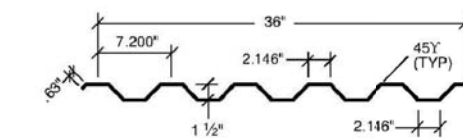
NEW TECH WOOD: SHADOWLINE,
COLOR: ROMAN ANTIQUE



MUTUAL MATERIALS SLIMBRICK,
COLOR: WESTPORT USED BRICK



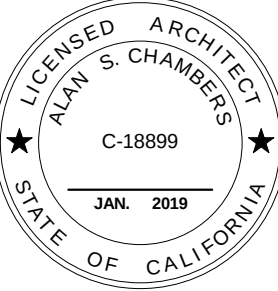
SOFFIT: MBCI - METAL WALL AND ROOF SYSTEM
26 GA. CORRUGATED PANE (EXPOSED FASTENER)
COLOR: GALVALUME



Eagle Architects

349 Silver Lake Drive
Chico, CA 95973
530-898-0123

ALAN CHAMBERS
Architect



DUTCH BROS. DOUGLAS
1017 DOUGLAS BLVD.
ROSEVILLE, CA

No.	Description	Date

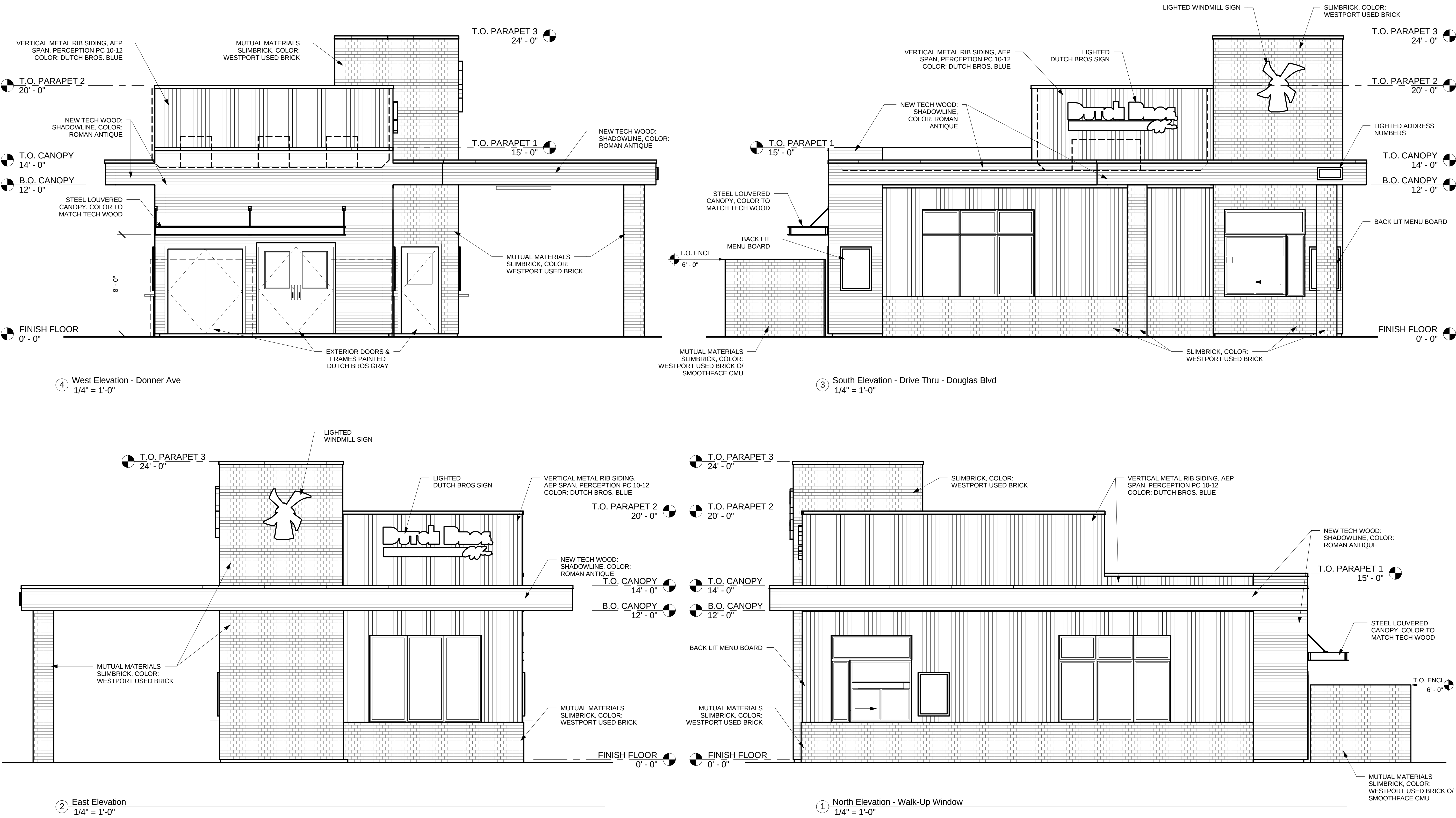
DUTCH BROS. COFFEE

EXTERIOR ELEVATIONS

Project number	1709
Date	12/13/17
Drawn by	KC
Checked by	AC

DR-4A

Scale	1/4" = 1'-0"
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Orozco, Sonia

From: Isom, Mike
Sent: Tuesday, March 26, 2019 4:57 PM
To: Payne, Kevin; EARLYBRONCO72@msn.com
Cc: Bitter, Greg; Hocker, Lauren; Byrnes, Audrey; Orozco, Sonia; Allard, John; Casey, Dominick
Subject: RE: Dutch Bros Appeal

Mr. Dilorenzo,

To add to what Kevin mentioned below, the staff report to the City Council will be published this Friday, which will respond to the points raised in the appeal. The agenda, staff report, and related materials can be found here: <http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8712755>.

Best Regards,

Mike Isom, AICP
Development Services Director
Development Services Dept.
o: (916) 774-5527

Civic Center | 311 Vernon Street | Roseville, CA | 95678



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From: Payne, Kevin
Sent: Tuesday, March 26, 2019 4:50 PM
To: EARLYBRONCO72@msn.com
Cc: Isom, Mike <misom@roseville.ca.us>; Bitter, Greg <GBitter@roseville.ca.us>; Hocker, Lauren <LHocker@roseville.ca.us>; Byrnes, Audrey <abyrnes@roseville.ca.us>; Orozco, Sonia <SOrozco@roseville.ca.us>; Allard, John <JAllard@roseville.ca.us>; Casey, Dominick <DCasey@roseville.ca.us>
Subject: FW: Dutch Bros Appeal

Dear Mr. Dilorenzo,

Thank you for submitting your comments regarding the pending appeal of the Dutch Brothers project located off of Douglas Boulevard. Your comments that you provided to Mayor Allard, have been forwarded to the City Clerk's office so that they will be entered into the public record. By entering them into the public record all of the City Council members will have the opportunity to review them, prior to acting on this project. Following the receipt of this message, if you have any questions please feel free to contact me or the project planner, Lauren Hocker. Lauren can be reached at (916) 774-5272 or lhocker@roseville.ca.us.

Kevin Payne

Assistant City Manager
City Manager's Office

o: (916) 774-5256

f: (916) 774-5129

Civic Center | 311 Vernon Street | Roseville, CA | 95678



From: Allard, John

Sent: Tuesday, March 26, 2019 9:28 AM

To: Casey, Dominick <DCasey@roseville.ca.us>; Payne, Kevin <kpayne@roseville.ca.us>

Cc: Wickline, Kelly <KWickline@roseville.ca.us>

Subject: FW: Dutch Bros Appeal

How should we respond to this?

Thanks!

- John Allard

From: MARC DILORENZO [<mailto:EARLYBRONCO72@msn.com>]

Sent: Monday, March 25, 2019 7:33 PM

To: Allard, John <JAllard@roseville.ca.us>

Subject: Dutch Bros Appeal

Dear Council Member John B. Allard

My name is Marc DiLorenzo, and I own, and reside in a home at 168 Donner Ave. I'm sending this correspondence in response to the Appeal from Eathan Conrad Properties in response to the denial of the application from Dutch Bros by the Planning Commission February 7, 2019.

The first thing I would like to address in the attached letter is with their Point 3. They state that their employees can direct cars in the cue to park in the adjacent parcel when excessive stacking occurs, because of their Reciprocal Access and Parking Agreement (4 stalls). They fail to mention that there is potential for most, if not all, of the parking spaces could be occupied by the vehicles that their eight to nine employees would be utilizing for parking their own cars. It's difficult to always anticipate these extreme scenarios, and they may not have the staff to direct people in that direction.

My second concern is with Point 4. Starting with the Queuing on Folsom Road extending past driveway, the traffic study concluded that traffic extended past the driveway 25 times in a 3-hour period, but if you look at the traffic study it only looked at that intersection for 3 hours on one day. I have a hard time accepting that as an adequate sample. They also claim that they have a 45 second average wait time at their window, but if you look at the Yelp reviews that were presented during the Planning commissions hearing you will see that there are multiple times it takes way longer to

get through the window. They also mention in this Point that it's not required to remove the median, but we all know that this will push cars into the neighborhood for anyone that would have been heading North on Folsom Rd.

The third concern is with Point 6. They have proposed that there is a space next to the taqueria that could be used for delivery trucks, but as you can see in the photo that was presented during the Planning Commissions hearing, there are semi-trucks that deliver to this location. There isn't enough room for them to park there, let alone navigate into that location.

In conclusion, I would like to say that I really do want to see this location developed with a thriving business. I just have a hard time believing that a business with approximately 1000 cars a day is a safe, efficient and harmonious development in a residential neighborhood.

Thank you for your time,

Marc DiLorenzo
168 Donner Ave

March 29, 2019

Re: Appeal of Dutch Brothers proposal File PL18-0006

Dear Mayor and City Council:

We are writing to urge you to uphold the Planning Commission's decision to decline the Dutch Brothers proposal to build a drive-through coffee kiosk on Douglas Boulevard at Donner Ave.

While we welcome the development of this property, this proposal is trying to put a square peg into a round hole. After two years of research, meetings, and consideration, Lauren Hoecker and Greg Bitter of Roseville's Planning Department, recommended, "No". The neighborhood testimony overwhelmingly spoke against the Dutch Bros. proposal, including a hand signed petition of nearly 450 neighbors' signatures. The Planning Commission unanimously voted, "No."

There are many reasons all parties oppose the proposal. First, the traffic flow planned in and out of the site is unsafe. It will result in serious congestion on Douglas both from the East and the West, Donner, Ben Ezra Alley, and Folsom, leading to car and pedestrian accidents. Numerous points of traffic conflict have been identified that make this project non-viable. The City will become a defendant in legal actions resulting from accidents.

Second, the noise, lighting, litter, and exhaust fumes created by the coffee kiosk will severely degrade the environment and the quality of life of the residents of the neighborhood. There is no other example of a Dutch Brothers location that directly abuts a residential neighborhood.

Finally, the altered traffic flows, including Douglas Blvd. and Folsom Blvd, and adjacent neighborhood streets, not meant for through traffic, will result in auto, and worse, pedestrian accidents. Again, the city will find itself with legal and financial liability.

For these reasons: the Planning department's recommendation to decline, the Planning Commission's "No", financial liability, safety hazards, environmental pollution, traffic congestion, and legal risk, The Dutch Brothers proposal is an inappropriate use of this property.

We urge you to deny the Dutch Brothers appeal, honoring the Planning Commission's staff recommendation to decline the proposal, the Planning Commission's, "No" vote, and the neighborhood's unanimous rejection of the proposal.

Sincerely,

Handwritten signatures of Rosemarie La Rocca and Doug McDougall. The signature of Rosemarie La Rocca is on the left, and the signature of Doug McDougall is on the right, written in a cursive style.

Doug McDougall and Rosemarie La Rocca



COUNCIL COMMUNICATION

CC #: 9907

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

Title: North Central Roseville Specific Plan Creekside Retail - General Plan Amendment, Specific Plan Amendment, and Rezone
Contact: Charity Gold 916-774-5247 cgold@roseville.ca.us

Meeting Date: 4/3/2019

Item #: 9.2.

RECOMMENDATION TO COUNCIL

At the February 28, 2019 Planning Commission hearing, the Planning Commission recommended that the City Council take the following actions:

- A. Consider the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program adopted by the Planning Commission on February 28, 2019.
- B. Adopt a resolution approving the text and land use amendment to the General Plan;
- C. Adopt a resolution approving an amendment to the North Central Roseville Specific Plan; and
- D. Adopt the two (2) findings of fact and introduce the first reading of the ordinance rezoning the property to Regional Commercial with a Special Area Overlay (RC/SA-NC).

BACKGROUND

This Council Communication provides a summary evaluation of the project and a summary of the February 28, 2019 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 approximately 2.1-acre project site is located on the southeast corner of the intersection of Roseville Parkway and Creekside Ridge Drive, within the North Central Roseville Specific Plan (NCRSP). The site is zoned General Industrial (M2) and has an Open Space (OS) General Plan and Specific Plan Land Use designation.

The project will result in the construction of a 4,500 square-foot retail building for Sharif Jewelers, a 2,000 square-foot office building for the Sharif office, and a 5,700 square-foot multi-tenant retail building on NCRSP Parcel 95 and Parcel 98A, within Creekside Retail Center. The project site will be improved with 61 parking spaces and landscaping, and a new driveway on Roseville Parkway. The requested uses are permitted on Parcel 95, however, the following entitlements are required for Parcel 98A: a General Plan Amendment to change the land use designation from Open Space to Regional Commercial, a Specific Plan Amendment to change the NCRSP designation from Open Space to Regional Commercial, and a Rezone to change the zoning from General Industrial (M2) to Regional Commercial with a Special Area Overlay (RC/SA-NC).

Summary Evaluation

The proposed General Plan Amendment Specific Plan Amendment, and Rezone have been analyzed for consistency with the goals and policies of the General Plan and NCRSP, as discussed on pages 2-4 of the attached Planning Commission staff report. The proposed changes in land use and zoning are consistent with the City's General Plan, and no conflicts with General Plan goals and policies related to Land Use, Traffic and Circulation, or Utilities have been identified.

Summary of Planning Commission Hearing

The project was heard by the Planning Commission on February 28, 2019. Staff and the applicant's representative presented the project and responded to questions from the Planning Commission related to the proposed driveway location on Roseville Parkway as well as the existing traffic congestion on Roseville Parkway. Engineering staff responded that staff had evaluated the driveway location and determined that locating the driveway on Roseville Parkway allowed for greater separation from the intersection, which resulted in a safer circulation pattern than if the driveway were located on Creekside Ridge Drive. Regarding the traffic congestion, staff acknowledged that the current volume of traffic on Roseville Parkway causes delay during the morning and evening peak periods; however, the additional traffic from the project was not expected to significantly exacerbate the situation. In addition, the planned widening of Roseville Parkway would help to mitigate congestion in the area. Commissioners complimented the architecture and stated that the project was a good use of the land. Hearing no comments from the audience, the Planning Commission approved (4 aye, 0 nay, 2 absent) the Major Project Permit Stage 1 Modification, Major Project Permit Stage 2, Tree Permit, and Lot Line Adjustment for the project and; adopted the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. The Planning Commission also recommended the City Council approve the General Plan Amendment (Exhibit B), Specific Plan Amendment (Exhibit C, and Rezone (Exhibit D).

Public Outreach

The proposed project was distributed to the various agencies and departments which have requested notice of City applications, and all comments were considered and incorporated into the Conditions of Approval, as appropriate. Notice of the application was also distributed to the Roseville Coalition of Neighborhood Associations. No comments were received. Public notices of the Planning Commission hearing and the City Council hearing were distributed to all property owners and residents within 300 feet of the project site.

FISCAL IMPACT

The proposed retail land use is consistent with the surrounding retail and office uses and is expected to generate tax revenue and jobs. The additional development will contribute to CFD 4 for landscape maintenance. The project is expected to have a positive effect on the City's General Fund, and no policy conflicts have been identified.

ECONOMIC DEVELOPMENT / JOBS CREATED

The project will create construction jobs during initial development of the site and retail jobs once constructed.

ENVIRONMENTAL REVIEW

An Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the project to analyze

the potential for environmental impacts due to project implementation. The analysis determined that potentially significant impacts related to Cultural Resources could be reduced to less than significant with mitigation and a Mitigation Monitoring and Reporting Program was prepared. At the February 28, 2019 hearing, the Planning Commission considered the environmental analyses and adopted the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP). The IS/MND and MMRP are included as Exhibit A for consideration by the City Council.

Respectfully Submitted,

Charity Gold, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 Planning Commission Staff Report

Exhibit A Initial Study/Mitigated Negative Declaration & Mitigated Negative Declaration

Resolution No. 19-113

Exhibit B General Plan Amendment

Resolution No. 19-114

Exhibit C Specific Plan Amendment

ord

Exhibit D Rezone

**Planning Division Staff Report****Planning Commission Meeting February 28, 2019**

Prepared by: Charity Gold, Associate Planner

ITEM 6.1: **General Plan Amendment, Specific Plan Amendment, Rezone, Major Project Permit Stage 1 Modification, Major Project Permit Stage 2, Tree Permit, and Lot Line Adjustment – 1001 Creekside Ridge Drive – NCRSP Parcels 95 and 98A, Creekside C6 and C7 Retail – File #PL18-0060.**

REQUEST

The applicant requests approval of a General Plan Amendment and a Specific Plan Amendment to change the land use designation on Parcel 98A from Open Space to Regional Commercial, a Rezone to change the zoning designation on Parcel 98A from General Industrial (M2) to Regional Commercial (RC), a Major Project Permit Modification to add three retail buildings to the approved Creekside Center site plan, a Major Project Permit Stage 2 to approve the design of three retail buildings, a Tree Permit to encroach into the protected zone of several offsite native oak trees, and a Lot Line Adjustment to reconfigure the existing parcels.

Applicant – Tiffany Wilson, RSC Engineering, Inc.
Owner – Trey Gundlach, Allegiant Development Co., Inc.

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

- A. Adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program;
- B. Recommend that the City Council approve the General Plan Amendment (Text and Land Use Map);
- C. Recommend that the City Council approve the Specific Plan Amendment;
- D. Recommend that the City Council adopt the two (2) findings of fact and approve the Rezone;
- E. Adopt the two (2) findings of fact and approve the Major Project Permit Stage 1 Modification subject to four (4) conditions of approval;
- F. Adopt the two (2) findings of fact and approve the Major Project Permit Stage 2 subject to ninety-eight (98) conditions of approval;
- G. Adopt the two (2) findings of fact and approve the Tree Permit subject to twenty-one (21) conditions of approval; and
- H. Approve the Lot Line Adjustment subject to thirteen (13) conditions of approval.

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request. The applicant has reviewed and is in agreement with the recommended conditions of approval. The applicant has coordinated extensively with the adjacent property owner to the north to create a circulation plan and site plan that is sensitive to the existing business professional uses. The proposed site design reflects compromises between the two property owners related to placement of the trash enclosures, parking, and access. MPP Stage 2 Condition 4, reflects an agreement between the two parties allowing shared use of monument signage.

BACKGROUND

The subject property is within the North Central Roseville Specific Plan (NCRSP) and is part of the Creekside Center Major Project Permit (MPP) approved by the Planning Commission in 1998 (MPP 98-01). The site has a zoning designation of Regional Commercial Special Area-North Central Roseville Specific Plan (RC/SA-NC) and General Industrial (M2) and is currently vacant except for some frontage and landscape

improvements along Roseville Parkway and Creekside Ridge Drive. The site is surrounded by a regional retail center and office park to the northeast and northwest and open space, including Antelope Creek and the Antelope Creek trail, to the southeast and southwest. The requested entitlements will facilitate construction of three buildings on two parcels that make up the project site. Parcel 95 will include a 4,500 square-foot retail building for Sharif Jewelers and a 2,000 square-foot office for the Sharif business. Parcel 98A will include a 5,700 square-foot multi-tenant retail building. The site will be improved with 61 parking spaces and landscaping, and a new access point off Roseville Parkway.

SITE INFORMATION

Location: The project site is located at 1001 Creekside Ridge Drive, on the southeast side of the intersection of Roseville Parkway and Creekside Ridge Drive (Figure 1).

Total Size: 2.21 acres

Topography and Setting: The project site is undeveloped except for some frontage and landscape improvements along Roseville Parkway and Creekside Ridge Drive, as well as parking and an access road constructed as part of a previous development. Vegetation on the site consists of native and non-native grasses. Excluding the landscaped area, there are no trees on the site; however, there are many protected oak trees immediately adjacent to and overhanging the site within the adjacent Antelope Creek open space corridor. The site is bisected by PG&E electric transmission lines and an associated 100-foot easement, which includes development restrictions. The site is surrounded by existing retail and office uses developed as part of the Creekside Center project, as well as open space uses. The site has frontage on both Roseville Parkway and Creekside Ridge Drive.

The project is within the Creekside Office Park, which was approved as park of the Creekside Center Major Project Permit (MPP). The Creekside Center MPP includes design guidelines for development within the Creekside Office Park. All of the Creekside Center has been built out except for one building planned on NCRSP Parcel 95. The proposed project includes a request for a modification to the Creekside Center MPP to add Parcel 98A and two new buildings to the Creekside Center and a MPP Stage 2 for three new buildings. A General Plan Amendment, Specific Plan Amendment, and Rezone are requested to change the land use and zoning on NCRSP Parcel 98A.

EVALUATION: GENERAL PLAN AMENDMENT, SPECIFIC PLAN AMENDMENT, AND REZONE

Proposed amendments to the General Plan and Specific Plan are analyzed for consistency with the goals and policies of the respective plans. The Zoning Ordinance Section 19.86.050 specifies that

Figure 1: Project Location



recommendations for approval or denial of a rezone shall include consideration of the proposed amendment's consistency with:

- 1. The public interest, health, safety, or welfare of the City, and**
- 2. The General Plan and any applicable Specific Plan.**

Land Use Compatibility

The project site is comprised of two parcels known as NCRSP Parcel 95 and NCRSP Parcel 98A and referred to as Parcel 1 and Parcel 2 respectively on the exhibits submitted by the applicant. Parcel 95 is designated for commercial use and Parcel 98A is designated for open space use. The retail and office uses proposed on Parcel 95 are consistent with the commercially designated site; however, the retail use proposed on Parcel 98A is not an allowed use in the open space zone. Therefore, the applicant proposes a General Plan Amendment, Specific Plan Amendment, and Rezone for Parcel 98A to change the land use designation from Open Space (OS) to Regional Commercial (RC) and the zoning from General Industrial (M2) to Regional Commercial with a Special Area Overlay (RC/SA-NC) to allow retail development on the parcel (see Exhibit B, Exhibit C, and Exhibit D).

As stated above, NCRSP Parcel 98A is zoned for industrial uses with open space land use and specific plan designations. Although the parcel has an open space land use designation, according to the City's Municipal Code Section 19.02.030 B, where there are inconsistencies between the land use and zoning of a property the zoning prevails. Therefore, given the current zoning, the site could be developed with industrial type uses including on-site production and storage of goods, equipment, and materials without requiring a land use amendment. The change in land use would allow the site to instead be developed with retail uses consistent with the surrounding development.

Although the site has an open space land use designation, the site does not function as such. The subject property is located on a plateau above the adjacent open space corridor and Antelope Creek. The subject property is distinguished from the adjacent open space corridor not only because it is located above the corridor, but also by its lack of native vegetation and low habitat value. While the adjacent corridor contains oak woodland habitat, this habitat stops distinctly at the base of the slope and is lacking on the subject property. There are existing PG&E transmission lines that cross the site, and a 100-foot easement that limits the height allowed for development. Historical aerials suggest that there have been no trees on the site dating back to the 1950's. Additionally, the habitat value of the site is considered low due in part to the historical use of the site as construction staging for the adjacent office development and construction of Roseville Parkway.

Traffic and Circulation

The City's Engineering Division provided a comparison of the project's trip generation against the anticipated trip generation for build out of the Creekside Center. The anticipated trip generation for buildout of the General Plan Transportation Analysis Zone (TAZ) 232, which includes the Creekside Center, is 2,989 p.m. peak hour trips. The addition of the project's p.m. peak hour trips to the existing trip generation results in 2,820 overall p.m. peak hour trips within the TAZ. The resulting trip generation is 169 trips less than what is planned for build out of the center. The project is consistent with the traffic demands that have been planned for in the General Plan. Furthermore, the project has been reviewed by the City Engineering and City Fire Department staff, and has been found to be consistent with the City's Design Standards.

Utilities

The area surrounding the project is mostly built out and includes existing water, sewer, and drainage facilities within Roseville Parkway and Creekside Ridge Drive. There are existing water and sewer easements on the property, along with a monitoring well access easement, which will be relocated. A 100-foot east/west PG&E easement bisects the property east to west, which restricts development under existing electric transmission lines.

The project will be required to construct the onsite utilities necessary to serve the project, as well as pay fees which fund the operation of the existing facilities. Minor additional infrastructure will be constructed within the project site to tie the project into the major utility systems offsite.

Conclusion

The conversion of Parcel 98A to a retail land use is consistent with surrounding development and uses. The change in land use will not negatively affect the function of the adjacent open space corridor, and no conflicts with the policies in the City's General Plan or the NCRSP related to land use and open space have been identified. Additionally, the project is consistent with General Plan Assumptions related to planned transportation and utility infrastructure.

EVALUATION: MPP STAGE 1 MODIFICATION AND MPP STAGE 2

Section 19.82.040 of the City of Roseville Zoning Ordinance describes the procedures for an amendment to a Major Project Permit. According to Section 19.82.040 C, all amendments that are not considered minor shall be reviewed in the same manner as the initial approval. The proposed request includes the addition of one parcel and an increase in the overall square footage within the project area. This modification does not meet the minor modification criteria and; therefore, requires final action by the Planning Commission subject to the findings for a Major Project Permit Stage 1. The required findings are listed below in ***italicized, bold text*** and are followed by an evaluation.

The findings for a Major Project Permit Stage 1 are as follows:

- 1. The Preliminary Development Plan is consistent with the General Plan, applicable Specific Plan, and adopted City design guidelines; and***
- 2. The design and installation of the Preliminary Development Plan shall not be detrimental to the public health and safety, or be materially detrimental to the public welfare.***

The findings for a Major Project Permit Stage 2 are as follows:

- 1. The Architecture and Landscaping is consistent with the General Plan, applicable Specific Plan, and adopted City design guidelines; and Phase 1 approval; and***
- 2. The design and installation of the Preliminary Development Plan shall not be detrimental to the public health and safety, or be materially detrimental to the public welfare.***

This following includes an evaluation of the MPP Stage 1 and the MPP Stage 2.

MPP Stage 1 Modification

The originally approved Creekside Center MPP Stage 1 permitted 1.2 million square feet of development consisting of the Creekside Town Center, the Ridge at Creekside, Creekside Plaza, two hotels, and five office buildings. The Creekside Center MPP included Parcel 95, but not Parcel 98A. The proposed

project includes construction of three buildings, two buildings referred to as C6 on Parcel 95, which is currently within the Creekside Center, and one building referred to as C7 on Parcel 98A, which is proposed to be added to the Creekside Business Park. The C6 buildings include one 4,500 square-foot retail building for Sharif Jewelers and one 2,000 square-foot office building for the Sharif business. Building C7 will include a 5,700 square-foot building that will include both retail and restaurant uses. The site will be improved with 61 parking spaces and landscaping. An additional access point off Roseville Parkway will be constructed approximately 185 feet southeast of the intersection of Creekside Ridge Drive and Roseville Parkway (Exhibit E).

New Building and Square Footage

The project will add two new buildings and one new parcel to the Creekside Center. A total of three buildings will be constructed on the site, one that was previously anticipated within Creekside Center. Two of the buildings will be used for the Sharif business and will be located on Parcel 95, which is already within the Creekside Center. The original MPP approval assumed 5,000 square feet and one building (C6) on Parcel 95. The applicant proposes an increase of 1,500 square feet and an additional building on this parcel. Both of the buildings on Parcel 95 are identified as C6. In addition, the applicant proposes to add Parcel 98A and a 5,700 square foot building referred to as Building C7 to the center. Both parcels will include retail uses. In total, 7,200 square feet of retail use and one additional parcel would be added to the Creekside Center (Exhibit F).

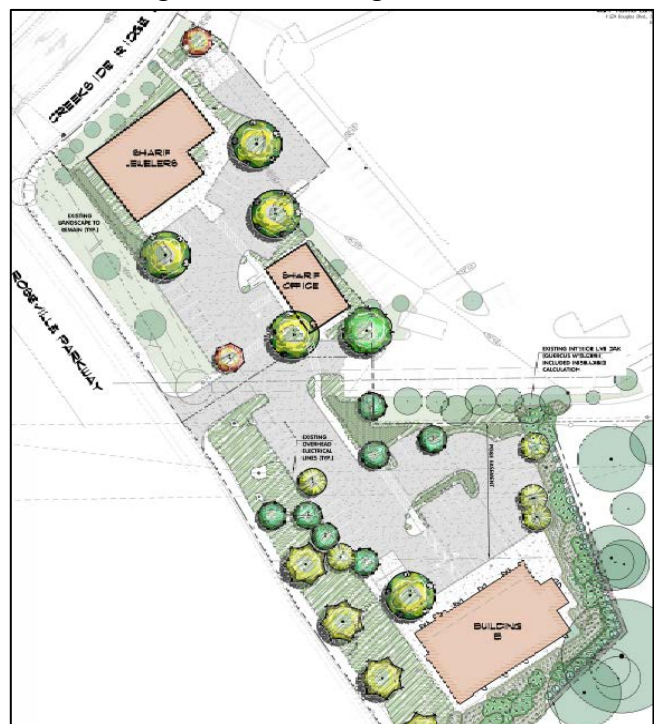
Although additional square footage would be added to the center, the additional square footage would not exceed to total amount anticipated within the Creekside Center. The entire Creekside Center has been built out, with the exception of Parcel 95 and the C6 building. It is estimated that there is approximately 60,000 square feet that was not built out. The additional square footage requested by the applicant will not exceed the amount planned for when the project was originally approved; therefore, the project will not conflict with the City's planned infrastructure and facilities.

Architecture and Design

The project consists of three new buildings. The primary building on the site will be the Sharif retail building located nearest to the intersection of Roseville Parkway and Creekside Ridge Drive. The Sharif office building will be located southeast of the Sharif retail building, and the multi-tenant retail building will be located at the southernmost point of the site adjacent to the open space corridor. The relative locations are shown in Figure 2. These buildings will be designed with common architectural features such as glazing and metal accents to tie the buildings together, but each will be distinguished from the other as discussed below (Exhibit G).

The Sharif retail building has been designed with prominent architectural features to distinguish it from the adjacent buildings and to create interest at the intersection announcing the entry into the center. The building features angular "fin" elements on the western side, nearest to the intersection of Roseville Parkway and Creekside Ridge Drive, which mimics the shape of a diamond. Along the eastern side, the

Figure 2: Building Locations



building design includes a large amount of glazing and metal cladding. While the architecture of the building is distinct, the building maintains cohesion with the office and retail buildings by use of common architectural lines, materials, and color palette.

The Sharif office building incorporates the glazing and metal cladding from the eastern side of the retail building. The size and shape of this building mimics the geometric shape of the retail building without the prominent “diamond” feature. Figure 3 includes elevations of both of the Sharif buildings.

Due to the 100-foot PG&E easement on the property, building C7 is positioned along the southern boundary of the site. This allows the building to be placed outside of the easement with the parking for the use placed within the easement to avoid conflicts. Building C7 is designed as a traditional multi-tenant retail space in, while incorporating the architectural lines and building materials used in the C6 buildings and following the contour of the adjacent open space and minimizing intrusion into the natural setting. The building includes glazing and metal accents as well brown accent siding to tie into the wood cladding on the Sharif buildings. The roofline at the northwest entry to the building is elevated and angled to reflect the angles of the Sharif retail building. The building elevations are provided in Figure 4.

Figure 3: Sharif Elevations



Figure 4: Building C7 Elevations



While each of the three new buildings is designed with its own distinct style, all of the buildings include common architectural treatments which tie them together with each other as well as with the surrounding office buildings.

Landscaping

The plant palette throughout the project site consists of a layering of trees, shrubs, and ground cover generally consistent with the existing landscaping within the center and the surrounding development. Adjacent to the open space corridor along the projects south and eastern boundary the plant pallet includes drought tolerant plants and plants that provide a transition between the retail area and the open space corridor. The applicant has submitted a landscape plan (Exhibit H) that shows the landscape design and conceptual layout and plant palette for the site.

A portion of the required landscaping along the project's frontage was installed with development of the previous projects. This existing landscaping extends for the entire extent of Creekside Ridge Drive and southeast along Roseville Parkway to the location of the proposed driveway. The existing landscaping along Roseville Parkway and Creekside Ridge Drive will remain.

The onsite PG&E easement includes height restrictions for structures under the overhead lines. Because of this limitation, the applicant is requesting that the 50 percent parking lot requirement be reduced to 20 percent for the project. The total shade provided for the site is 27 percent. The project includes landscape trees outside the easement area. The planters that are located within the easement area will be landscaped with shrubs and groundcover.

Due to the elevation change along the southeastern property boundary, where the project abuts the open space corridor, a retaining system is required. The retaining system has been designed with tiers to gradually step the grade down toward the open space corridor and soften the appearance of the retaining system. To further soften this transition and reduce the wall face against the open space, drought tolerant plants will be planted between the piers. The plant selection at this location is intended to drape over the wall face.

The conceptual landscape plan submitted by the applicant is consistent with the City's Design Guidelines and the NCRSP with the exception of the required parking lot shading. The ultimate plant selection and layout will be reviewed for consistency with the plan during improvement plan review. MPP Stage 2 Condition 13 is intended to ensure that the landscape plan and plant selection is consistent the applicable landscape guidelines and meets the intentions discussed above.

Access and Circulation

Access to the existing development within the Creekside Center is provided from two driveways off Creekside Ridge Drive and one driveway off Antelope Creek Drive. To provide more immediate access to the proposed retail uses and to relieve traffic conflicts between existing vehicle and pedestrian traffic within the center the applicant proposes one additional driveway to be located on Roseville Parkway. Traffic entering the site from Roseville Parkway will use the existing deceleration lane to make a right turn into the center. Users exiting the center can either make a right turn to exit onto westbound Roseville Parkway, or exit from one of the driveways on Creekside Ridge Drive. The proposed access and circulation have been reviewed by the Engineering Division and no conflicts were identified.

Parking

All of the infrastructure for the Creekside Center, excluding Parcel 95, has been built out. The center currently consist of sufficient parking for the buildings that have been constructed. The originally

approved MPP assumed that additional parking spaces would be constructed with the construction of building C6. The project includes two buildings that were not part of the original MPP. The additional square footage as well as the introduction of retail and restaurant uses to the center will require 61 additional parking spaces. The required parking is detailed in Table 1. All of the parking required for the new uses will be provided around the C6 and C7 buildings and on the subject property. Although, there are existing agreements in place for use and maintenance of the common areas within the center, additional shared parking agreements between the new and existing uses will not be required as all of the parking required for the project will be provided onsite.

Table 1: Proposed Parking

Building	Proposed Use (square footage)	Parking Ratio	Parking Required	Parking Provided
C6	Sharif Jewelers (4,500)	1/300	15	23
C6	Sharif Offices (2,000)	1/250	8	
C7	Retail (3,000)	1/300	10	38
C7	Restaurant (2,700)	1/100	27	
Total C6 and C7			61	61

Conclusion

As described in the analyses above, the requested MPP Stage 1 Modifications and Stage 2 building designs are consistent with the NCRSP and the City's General Plan and will not be detrimental to the public.

EVALUATION – TREE PERMIT

Pursuant to Zoning Ordinance Section 19.66.030, a Tree Permit is required for any removal of native oak trees or for more than 20% encroachment into the dripline of a native oak tree. The proposed project will result in the removal of one protected oak tree. The required findings to approve a Tree Permit are listed below.

- 1. Approval of the Tree Permit will not be detrimental to the public health, safety or welfare, and approval of the Tree Permit is consistent with the provisions of Chapter 19.66.***
- 2. Measures have been incorporated into the project or permit to mitigate impacts to remaining trees or to provide replacement for trees removed.***

An arborist report and Tree Inventory, dated June 11, 2018, was prepared for the project by Abacus Consulting Arborists (Exhibit I). The report identified 11 protected oak trees adjacent to the project's southeastern boundary Figure 5.

The location of the PG&E easement limits the options for placement of the multi-tenant retail building. Due to this easement and other constraints on the site related to existing utilities, the building will be located at the southernmost portion of the parcel. The location of the building requires fill to be placed in this area and retaining walls to be installed. The protected zones of five of the offsite oak trees overhang the site and will be impacted by trenching for the retaining system. The amount of encroachment is detailed in Table 2. Staff and the applicant explored options for relocating the building to avoid these trees and discussed alternatives with the arborist. No feasible alternatives were identified.

Because the precise locations and amounts of cut and/or fill are not known at this time, the encroachment percentages provided by the arborist are considered estimates. This is notable because the protected zone encroachment on trees 4453 and 4459 is such that, though these trees are not identified as being removed, their survival depends on limiting encroachment and following the arborists recommendations related to treatment of the trees during and after construction. That said, it is acknowledged that one of these trees could be impacted beyond what it is currently estimated; and therefore, staff recommends that the tree permit include provisions for conditional removal should the amount of encroachment impact the survival of the tree. Strict adherence to the tree permit requirements, including the recommendations provided in the attached Arborist's Report, are required to ensure survival of the trees listed in Table 2. However, Condition 2 of the tree permit will permit removal of Tree 4453 or 4459 if required as supported by the arborist, and approved by the Planning Division. A Tree Mitigation Plan shall be submitted concurrent with any request for removal. Any removal or deviation from the encroachment described in Table 2, as approved in the Tree Permit, without prior written authorization from the Planning Manager will be considered a violation of the tree permit.

Figure 5: Native Oak Tree Locations

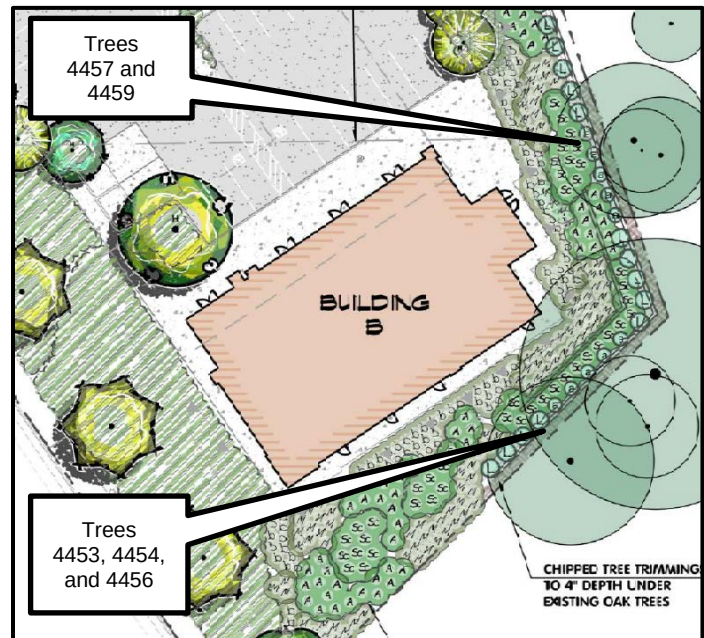


Table 2: Trees Impacted by Project Development

Tree Number	Common Name	DBH*	Canopy Radius	Impact
4453	blue oak	26 @ 3 feet	25 feet	Moderate to Severe: 35% encroachment into protected root zone.
4454	blue oak	16	23 feet	Moderate: 25% encroachment into protected root zone.
4456	live oak	40 @ 1 foot	30 feet	Moderate: 26% encroachment into protected root zone.
4457	blue oak	18	20 feet	Moderate: 18% encroachment into protected root zone.
4459	blue oak	21 @ 3 feet	23 feet	Severe: 43 % encroachment into protected root zone.

*Note: Diameter at Breast Height (DBH) is measured at the standard 4' 5" unless otherwise noted above. Some trees were measured at a location other than the standard due to defects in trunk morphology.

EVALUATION: LOT LINE ADJUSTMENT

In accordance with the Subdivision Map Act and the City of Roseville Subdivision Ordinance Chapter 18.10, the evaluation of the request is based on compliance with the City's Zoning Ordinance and Building Code as follows:

1. The proposed Lot Line Adjustment complies with the Zoning Ordinance for the district in which the parcels are located.

The proposed Lot Line Adjustment would reconfigure the two existing parcels to accommodate the two new C6 buildings on Parcel 95 (Exhibit J). The adjustment would shift the northern parcel boundary of Parcel 98A north increasing the size of the parcel to 1.289 acres and decreasing the size of Parcel 95 to 0.922 acres. The change is considered minimal and will result in lots that are consistent with the zoning requirements for lots within the RC/SA-NC zone. No conflicts have been identified.

2. The proposed Lot Line Adjustment complies with the local building regulations, including the California Building Code.

The California Building Code (CBC) establishes building regulations based on the type of construction, the use of a building or structure, and a building's proximity to other buildings and property lines. The future construction and uses of the site have been and will continue to be reviewed for compliance with the NRCSP's and City's Design and Development Standards and the CBC through the building permit process. Therefore, approval of the Lot Line Adjustment will not create conflicts with local building regulations. In addition, the project has been reviewed by the City's Building Division and appropriate conditions of approval have been included with the project.

3. The proposed Lot Line Adjustment provides for any necessary relocation of existing infrastructure or easements.

The proposed lot line adjustment will adjust lines between two existing buildable lots. The adjustment has been reviewed by various departments and divisions within the City of Roseville, and conditions have been recommended to ensure that any relocations of easements or infrastructure are accommodated. No conflicts have been identified.

4. Compliance with General, NCRSP, and Subdivision Design Standards.

The resulting parcels are consistent with the requirements for lots within the Regional Commercial Land Use area. The reconfiguration of the parcels will result in lots which can be used and built upon, and which are practical for improvement based on the existing topography. No conflicts with the General Plan, NCRSP, or Subdivision Design Standards have been identified.

PUBLIC OUTREACH

The proposed project was distributed to the various agencies and departments which have requested notice of City applications, and all comments were considered and incorporated into the Conditions of Approval, as appropriate. Notice of the application was also distributed to the Roseville Coalition of Neighborhood Associations. No comments were received. A public notice of the Planning Commission hearing was published on February 15, 2019, and was distributed to all property owners within 300 feet of the project site. To date, no comments have been received.

As mentioned in the Summary of Outstanding Issues section of this report, the applicant has coordinated extensively with the adjacent property owner to the north to create a circulation plan and site plan that is sensitive to the existing business professional uses. The proposed site design reflects compromises

between the two property owners related to placement of the trash enclosures, parking, and access. MPP Stage 2 Condition 4, reflects an agreement between the two parties allowing shared use of monument signage.

CONCLUSION

The project has been designed with consideration of the design concepts of the Creekside Ridge MPP and in a manner consistent with the General Plan, NCRSP, and the Community Design Guidelines. The project provides adequate vehicle access, circulation and parking, common architectural treatments which tie into the surrounding development, and landscaping that is consistent with the existing streetscape and open space. The project will not be detrimental to the public health and safety, or be materially detrimental to the public welfare

ENVIRONMENTAL DETERMINATION

An Initial Study/Mitigated Negative Declaration was prepared for the project and released for public comment on January 14, 2019 (Exhibit A). The 20-day comment period for the document ended on February 3, 2019. No comments on the adequacy of the document were received. The document analyzed the potential for environmental impacts due to project implementation and determined that potentially significant impacts related to Cultural Resources could be reduced to less than significant with mitigation. A Mitigation Monitoring and Reporting Program was prepared for the project and is included for adoption with this request.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

- A. Adopt the **Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program**;
- B. Recommend that the City Council approve the **General Plan Amendment (Text and Land Use Map) – 1001 Creekside Ridge Drive – NCRSP Parcels 95 and 98A, Creekside C6 and C7 Retail – File #PL18-0060**.
- C. Recommend that the City Council approve the **Specific Plan Amendment – 1001 Creekside Ridge Drive – NCRSP Parcels 95 and 98A, Creekside C6 and C7 Retail – File #PL18-0060**.
- D. Recommend that the City Council approve the **Rezone – 1001 Creekside Ridge Drive – NCRSP Parcels 95 and 98A, Creekside C6 and C7 Retail – File #PL18-0060**.
- E. Adopt the findings of fact as stated in the staff report and approve the **Major Project Permit Stage 1 Modification – 1001 Creekside Ridge Drive – NCRSP Parcels 95 and 98A, Creekside C6 and C7 Retail – File #PL18-0060** subject to four (4) conditions of approval.
- F. Adopt the findings of fact as stated in the staff report and approve the **Major Project Permit Stage 2 – 1001 Creekside Ridge Drive – NCRSP Parcels 95 and 98A, Creekside C6 and C7 Retail – File #PL18-0060** subject to ninety-eight (98) conditions of approval.
- G. Adopt the findings of fact as stated in the staff report and approve the **Tree Permit – 1001 Creekside Ridge Drive – NCRSP Parcels 95 and 98A, Creekside C6 and C7 Retail – File #PL18-0060** subject to twenty-one (21) conditions of approval.
- H. Approve the **Lot Line Adjustment – 1001 Creekside Ridge Drive – NCRSP Parcels 95 and 98A, Creekside C6 and C7 Retail – File #PL18-0060** subject to thirteen (13) conditions of approval.

CONDITIONS OF APPROVAL FOR CREEKSIDE RETAIL MPP STAGE 1 MOD

1. The project is approved as shown in Exhibits E and F; and as conditioned or modified below. (Planning)
2. This Major Project Permit Modification approval shall be effectuated within a period of two (2) years from **February 28, 2019** and if not effectuated shall expire on **February 28, 2021**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **February 28, 2022**. (Planning)
3. This project is subject to the previously approved conditions of approval for File # MPP98-01, except as conditioned or modified below. (Planning)
4. The project shall comply with all required environmental mitigation identified in the NCRSP Parcel 95 and 98A; Creekside C6 Retail; PL18-0060 Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP), and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)

CONDITIONS OF APPROVAL FOR CREEKSIDE RETAIL MPP STAGE 2

1. The project is approved as shown in Exhibits F, G, and H; and as conditioned or modified below. (Planning)
2. This Major Project Permit Stage 2 approval shall be effectuated within a period of two (2) years from **February 28, 2019** and if not effectuated shall expire on **February 28, 2021**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **February 28, 2022**. (Planning)
3. This project is subject to the previously approved conditions of approval for MPP 98-01, except as conditioned or modified herein. (Planning)
4. The applicant shall submit an application to the City for a monument sign on Roseville Parkway. The monument sign shall equally serve the properties at 1251 Roseville Parkway, 1253 Roseville Parkway, 1261 Roseville Parkway, and 1025 Creekside Ridge Drive. (Planning)
5. The project shall be addressed as 1001 Creekside Ridge Dr. The Sharif Jewelers building on Parcel 1 shall be addressed as 1251 Roseville PW. The Sharif Offices on Parcel 1 shall be addressed as 1253 Roseville PW. Parcel 2, and said Building C7 on the parcel, shall be addressed as 1261 Roseville PW. All projects with multi-tenants or buildings must submit a site plan with building footprint(s) to the Development Services Department (Business Services – Addressing) for building/suite addressing. (Business Services)
6. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. Project billing may occur up to two (2) months after the end of warranty or the Notice of Termination date for the SWPPP. (Engineering, Environmental Utilities, Electric, Finance)
7. 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)
8. 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 and grading and/or encroachment permits are issued by the Department of Development Services Engineering Division. (Engineering)

9. The approval of this project does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. The Developer shall submit civil drawings to the Department of Development Services – Engineering Division for review and approval. (Engineering)

PRIOR TO ISSUANCE OF BUILDING PERMITS:

General (includes similar conditions from different departments)

10. Parking lot design shall conform to the City's design standards, including the following minimum standards for parking stalls:
- a) All parking stalls shall be double-striped. Parking stalls adjacent to sidewalks, landscaped areas or light fixtures, and all Accessible stalls shall abut a 6-inch raised curb or concrete bumper. (Planning)
 - b) Standard – 9 feet x 18 feet; Compact – 9 feet x 16 feet; Accessible – 14 feet x 18 feet (a 9-foot-wide parking area plus a 5-foot-wide loading area) and a minimum of one (1) parking space shall be Accessible van accessible – 17 feet x 18 feet (9-foot-wide parking area plus an 8-foot-wide loading area). (Planning)
 - c) An 'exterior routes of travel' site accessibility plan incorporating slope, cross-slope, width, pedestrian ramps, curb ramps, handrails, signage, detectable warnings or speed limit signs or equivalent means shall comprise part of the site improvement plans submitted to City for review, prior to building plan check approvals. This site accessibility plan shall also include:
 - i) Accessible parking stalls shall be dispersed and located closest to accessible entrances. The total number of accessible parking spaces shall be established by Table 11B-208.2 of the CBC.
 - ii) Accessible Parking spaces and crosswalks shall be signed, marked and maintained as required by Chapter 11 of the CBC.
 - iii) Accessible parking and exterior route of travel shall comply with CBC, Sections 11B-206 and 11B-208. (Building)
11. Signs and/or striping shall be provided on-site as required by the Planning Department to control on-site traffic movements. Parking lot striping and signage shall be maintained in a visible and legible manner. (Planning)
12. The plans submitted to the Building Division for permits shall indicate all approved revisions/alterations as approved by the Commission including all conditions of approval. (Planning)
13. The project Landscape Plans shall comply with the following:
- a) The Landscape Plan shall indicate the location of, and be designed to avoid conflicts with, all pole-mounted light fixtures and utility equipment including (but not limited to) electric transformers, switchgear, and overhead lines; backflow preventers; fire department

- connections; and public water, sewer, and storm drain facilities. (Planning, Fire, Environmental Utilities, Electric, Engineering)
- b) The tree plantings in the parking lot shall be designed to provide a minimum of 50% shade coverage after 15 years. (Planning)
 - c) At a minimum, landscaped areas not covered with live material shall be covered with a rock, (3") bark (no shredded bark) or (3") mulch covering. (Planning)
 - d) The landscape plan shall comply with the Landscape Guidelines for North Central Roseville Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning, Environmental Utilities)
 - e) Landscaping adjacent to preserve areas shall consist of California native, drought-tolerant groundcover, shrubs, plants, and trees. (Open Space, Planning)
 - f) All landscaping in areas containing electrical service equipment shall conform to the Electric Department's Landscape Requirements and Work Clearances as outlined in Section 10.00 of the Departments "Specification for Commercial Construction." (Electric)
 - g) Slopes within landscape planters shall be no more than 3:1. A two-foot flat bench located at back-of-walk shall be included in the landscape area to slow or allow absorption of nuisance run-off from the planters. (Parks, Recreation, and Libraries)
 - h) All landscaping shall conform to the standards of crime prevention through environmental design with the intent to create natural surveillance, controlling access, and territorial reinforcement to property boundaries. (Police)
14. Any roof-mounted equipment and satellite dishes proposed shall be shown on the building plans. The equipment shall be fully screened from public streets and the surrounding properties. (Planning)
15. At the time of building permit application and plan submittal, the project applicant shall submit a proposed plan which shows the proposed addressing for the building and dwelling unit numbers. The Building Official, or the designee, shall approve said plan prior to building permit approval. Refer to the *City of Roseville Addressing Guidelines*. (Building)
16. At the time of building permit application and plan submittal, the project applicant shall submit a proposed plan which shows the proposed suite addressing for individual tenant spaces within the building. The Building Official, or the designee, shall approve said plan prior to building permit approval. Refer to the *City of Roseville Addressing Guidelines*. (Building)
17. A separate Architectural Site Accessibility Plan which details the project's site accessibility information as required by California Title 24, Part 2 shall be submitted as part of the project Building Permit Plans. (Building)
18. For Multiple Building Complexes: As part of the required Architectural Site Accessibility Plan, the developer shall delineate the extent of the site accessibility improvements being installed as part of the initial improvements for the project, and those that are planned to be developed as part of subsequent phases (i.e. around future pad buildings). (Building)
19. Building permit plans shall comply with all applicable code requirements (California Building Code – CBC – based on the International Building Code, California Green Building Standards Code–CGBSC, California Mechanical Code – CMC – based on the Uniform Mechanical Code, California Plumbing

Code – CPC – based on the Uniform Plumbing Code, California Fire Code – CFC – based on the International Fire Code – with City of Roseville Amendments – RFC, California Electrical Code – CEC – based on the National Electrical Code, and California Energy Standards – CEC T-24 Part 6), California Title 24 and the American with Disabilities Act - ADA requirements, and all State and Federally mandated requirements in effect at the time of submittal for building permits (contact the Building Division for applicable Code editions). (Building)

20. For restaurants, other food services, or commercial swimming pools: The developer/tenant shall obtain all required approvals and permits from the Placer County Health Department and the City of Roseville Industrial Waste Division. (Building, Environmental Utilities)
21. Maintenance of copy of building plans: Health and Safety Code section 19850 requires the building department of every city or county to maintain an official copy of the building plans for the life of the building. As such, each individual building shall be submitted as a separate submittal package. Building plan review, permit issuance and archiving is based on each individual building address. (Building)
22. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to Public Works prior to approval of any plans. (Engineering)
23. The Improvement Plans shall include a complete set of Landscape Plans. The Landscape Plans shall be approved with the Improvement Plans. (Planning, Engineering, Fire, Environmental Utilities, Electric)
24. 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)
25. The site shall be accessed by a 35-foot wide A-7 driveway located on Roseville Parkway 185-feet east of Creekside Ridge Drive as measured from curb return to driveway centerline. This driveway shall be restricted to right turn ingress and egress movements only. (Engineering)
26. All storm drainage, including roof drains, shall be collected on site and treated with Best Management Practices (BMP's) per the City's Stormwater Quality Design Manual. All storm water shall be routed to the nearest existing storm drain system or natural drainage facility. Drain outfalls shall extend down to the receiving water and shall be constructed with adequate velocity attenuation devices. The grading/improvement plans for the site shall be accompanied with a shed map that defines that area tributary to this site and all drainage facilities shall be designed to accommodate the tributary flow. The storm drain system and proposed BMP's shall be privately owned and maintained by the property owner. Prior to the issuance of any permits, the owner shall provide a plan for the maintenance of the proposed BMP's. (Engineering)
27. Prior to the issuance of any permits, the property owner shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) to the City, as defined by the Regional Water Quality Control Board. The SWPPP shall be submitted in a single three ring binder. Upon approval, the SWPPP will be returned to the property owner during the pre-construction meeting. (Engineering)

28. The developer shall be responsible for any necessary relocation of signal interconnect cables that may require re-location as a result of the construction of turn lanes and/or driveways. (Engineering)
29. To ensure that the design for any necessary widening, construction, or modifications of Public Streets does not conflict with existing dry utilities generally located behind the curb and gutter, and prior to the submittal of design drawings for those frontage improvements, the project proponent shall have the existing dry utilities pot holed for verification of location and depth. (Engineering)
30. Sight distances for all driveways shall be clearly shown on the improvement plans to verify that minimum standards are achieved. It will be the responsibility of the project proponent to provide appropriate landscaping and improvement plans, and to relocate and/or modify existing facilities as needed to meet these design objectives. (Engineering)
31. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During plan check of the improvement plans and/or during inspection, Public Works will designate the exact areas to be reconstructed. Any existing public facilities damaged during the course of construction shall be repaired by the property owner and at the property owner's expense, to the satisfaction of the City. (Engineering)
32. Prior to the approval of the improvement plans, it will be the project proponent's responsibility to pay the standard City Trench Cut Recovery Fee for any cuts within the City streets that are required for the installation of underground utilities. (Engineering)
33. Prior to the issuance of building permits, the property owner shall pay into the following fee programs: Citywide Drainage Fee, Citywide Traffic Mitigation Fee (TMF), Highway 65 Joint Partners Association (JPA), South Placer Regional Transportation Authority (SPRTA), and City/County Fee. (Engineering)
34. The applicant/developer shall prepare a Transportation Systems Management (TSM) Plan for Creekside Retail to be reviewed and approved by the Transportation Commission. (Alternative Transportation)
35. Prior to the issuance of a grading permit or approval of Improvement Plans, the grading plans shall clearly identify all existing water, sewer and recycled water utilities within the boundaries of the project (including adjoining public right of way). Existing utilities shall be identified in plan-view and in profile-view where grading activities will modify existing site elevations over top of or within 15 feet of the utility. Any utilities that could potentially be impacted by the project shall be clearly identified along with the proposed protection measures. The developer shall be responsible for taking measures and incurring costs associated with protecting the existing water, sewer and recycled water utilities to the satisfaction of the Environmental Utilities Director. (Environmental Utilities)
36. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)
37. Water and sewer infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards and shall include:
 - a) Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12 feet unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.
 - b) Water, sewer and recycled mains shall not exceed a depth of 12 feet below finished grade, unless authorized in these conditions of approval.

- c) All sewer manholes shall have all-weather, 10-ton vehicle access unless otherwise authorized by these conditions of approval. (Environmental Utilities)

38. No trees in water or sewer easement.

39. Trash enclosures, recycling areas, and enclosure approaches shall be designed to current Refuse Division specifications, the materials and colors shall match the building, and the location of such facilities shall be reviewed and approved by the Refuse Division, Planning and the Fire Department. The enclosure must have inside dimensions of 12 feet wide and 9 feet deep and be built to the specifications of the Solid Waste Department's Enclosure Description. (Refuse, Planning, Fire)

40. Access to trash enclosures shall have an inside turning radius of 25 feet and an outside turning radius of 45 feet must be maintained to allow the refuse truck access to and from the enclosure. Enclosures must have a clear approach of 65 feet in front of the enclosure to allow servicing bins. (Refuse)

41. A trash enclosure and recycling enclosure is required for each building and each tenant, otherwise, the building owner is responsible for the trash service. (Refuse)

42. The design and installation of all fire protection equipment shall conform to the California Fire Code and the amendments adopted by the City of Roseville, along with all standards and policies implemented by the Roseville Fire Department. (Fire)

43. The applicable codes and standards adopted by the City shall be enforced at the time construction plans have been submitted to the City for permitting. (Fire)

44. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:

- a) one (1) set of improvement plans
- b) load calculations
- c) electrical panel one-line drawings

45. This project shall be annexed into CFD 4 for services related to neighborhood park and streetscape maintenance. (Parks, Recreation, and Libraries)

46. All on-site external lighting shall be installed and directed to have no off-site glare. Lighting within the parking areas and pedestrian walkways shall provide a maintained minimum of one (1) foot-candle, and 0.5 foot-candle of light, respectively. All exterior light fixtures shall be vandal resistant. (Planning, Police)

47. The parking lot shall have properly posted signs that state the use of the parking area is for the exclusive use of employees and customers of this project. (See California Vehicle Code Sections 22507.8, 22511.5, 22511.8, 22658(a), and the City of Roseville Municipal Code Section 11.20.110). The location of the signs shall be shown on the approved site plan. (Planning, Police)

48. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

DURING CONSTRUCTION & PRIOR TO ISSUANCE OF OCCUPANCY PERMITS:

49. Any backflow preventers visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventers shall be screened with landscaping and shall comply with the following criteria:
- a) There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventer to the landscaping.
 - b) For maintenance purposes, the landscaping shall only be installed on three sides and the plant material shall not have thorns.
 - c) The control valves and the water meter shall be physically unobstructed.
 - d) The backflow preventer shall be covered with a green cover that will provide insulation. (Planning, Environmental Utilities)
50. The following easements shall be provided by separate instrument and shown on the site plan, unless otherwise provided for in these conditions:
- a) Water, sewer, and reclaimed water easements. (Environmental Utilities)
 - b) Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)
51. Easement widths shall comply with the City's Improvement Standards and Construction Standards. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor. All existing public utility, electric, water, sewer and reclaimed water easements shall be maintained unless otherwise authorized by these conditions of approval. (Public Works, Environmental Utilities, Electric)
52. Inspection of the potable water supply system on new commercial/industrial/office projects shall be as follows:
- a) The Environmental Utilities Inspector will inspect all potable water supply up to the downstream side of the backflow preventer.
 - b) The property owner/applicant shall be responsible for that portion of the water supply system from the backflow preventer to the building. The builder/contractor shall engage a qualified inspector to approve the installation of this portion of the water supply. The Building Division will require from the builder/contractor, a written document certifying that this portion of the potable water supply has been installed per improvement plans and in accordance with the Uniform Plumbing Code. This certificate of compliance shall be submitted to the Building Division before a temporary occupancy or a building final is approved.
 - c) The building inspectors will exclusively inspect all potable water supply systems for the building from the shutoff valve at the building and downstream within the building. (Building, Environmental Utilities)
53. All improvements being constructed in accordance with the approved grading and improvement plans shall be accepted as complete by the City. (Engineering)

54. 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)
55. The applicant/developer shall prepare a Transportation Systems Management (TSM) Agreement for Creekside Retail to be reviewed and approved by the City Manager. (Public Works, Alternative Transportation)
56. Water, sewer and reclaimed water shall be constructed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. (Environmental Utilities)
57. All water backflow devices shall be tested and approved by the Environmental Utilities Department. (Environmental Utilities)
58. **Restaurants or other Food Service Establishment (FSE).** The applicant shall design for installation and/or install an exterior grease interceptor if the proposed business could potentially discharge substances containing fats, oils and grease (FOG) into the sewer system. The grease interceptor shall be adequate to separate and remove FOG contained in the wastewater from FSE's prior to discharge to the public sewer. (Environmental Utilities)
59. In the event an exterior grease interceptor cannot be installed due to space limitation, the developer shall install a grease trap, per City Standards, that will mechanically separate the FOG contained in the wastewater from the FSE prior to discharge to the public sewer. (Environmental Utilities)
60. Pursuant to the Municipal Code, the applicant shall apply for and obtain a FOG waste discharge permit (FOG WDP) from the Environmental Utilities Industrial Waste Division prior to occupancy or prior to discharging waste to the public sewer. The applicant shall submit information required by the Environmental Utilities Department for evaluation, including but not limited to: site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, FOG control device, grease interceptor or other pretreatment equipment and appurtenances by size, location and elevation. Additional information related to the applicant's business operations and potential discharge may be requested to properly evaluate the FOG WDP application. (Environmental Utilities)
61. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)
62. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)
63. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. (Electric)
64. 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)
65. All electric metering shall be directly outside accessible. This can be accomplished in any of the following ways:
 - a) Locate the metered service panel on the outside of the building.

- b) Locate the metered service panel in a service room with a door that opens directly to the outside. The developer will be required to provide a key to the door for placement in a lock box to be installed on the outside of the door. Any doors leading from the service room to other areas of the building shall be secured to prohibit unauthorized entry. (Electric)

- 66. One ¾-inch conduit with a 2-pair phone line shall be installed from the building's telephone service panel to the meter section of the customer's electrical switchgear or panel. (Electric)
- 67. It is the responsibility of the developer to ensure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

OTHER CONDITIONS OF APPROVAL:

- 68. Signs shown on the elevations are not approved as part of the Design Review Permit. A Sign Permit is required for all project signs. (Planning)
- 69. Following the installation of the landscaping, all landscape material shall be maintained in a healthy and weed-free condition; dead plant material shall be replaced immediately. All trees shall be maintained and pruned in accordance with the accepted practices of the International Society of Arboriculture (ISA). (Planning)
- 70. The City reserves the right to restrict vehicle turning movements within the public right-of-way in the future if deemed necessary by the City Engineer. (Engineering)
- 71. The required width of fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Minimum required widths and vertical clearances established by the Fire Code shall be maintained at all times during construction. Closure of accesses for fire apparatus by gates, barricades and other devices shall be prohibited unless approved by the Fire Chief. (Fire)
- 72. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)
- 73. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor or person responsible for the building permit must notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable or not and if site remediation is required. (Fire)
- 74. The location and design of the gas service shall be determined by PG&E. The design of the gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)
- 75. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance, project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday, provided that all construction equipment shall be fitted with factory installed muffling devices and be maintained in good working order. (Building)
- 76. The developer (or designated consultant) shall certify that the building foundation location has been placed according to all approved setback requirements shown on the approved site plan. The

developer shall prepare a written statement confirming building placement and provide an original copy to the City Building Division Field Inspector at the time of or prior to the foundation inspection. (Building)

77. Prior to Certificate of Occupancy, the applicant may apply for a Temporary Certificate of Occupancy (TCO) of the building. If a TCO is desired, the applicant must submit a written request to the Building Division a minimum of thirty (30) days prior to the expected temporary occupancy date and shall include a schedule for occupancy and a description of the purpose for the Temporary Certificate of Occupancy. (Building)
78. Concurrent with submittal for plan check and prior to a request for final building inspection, the applicant may request City approval of an occupancy phasing plan to allow individual or multiple building occupancies. This request shall be made in writing to the Building Division and shall include 10 copies of the following:
 - a) A description of measures that will be undertaken to minimize conflict between residents/building occupants and construction traffic (e.g. fencing, etc.);
 - b) A phasing plan showing the proposed buildings, internal roads and access routes, landscaping, trash enclosure locations, and any other improvements planned for each phase; and
 - c) An estimated time frame for each phase and a specific date for the first phase. (Planning, Building)
79. No trees shall be placed within the Roseville Electric Easement Area or underneath any powerline facility. (Electric)
80. The design and installation of all fire protection equipment shall conform to the California Fire Code and the amendments adopted by the City of Roseville, along with all standards and policies implemented by the Roseville Fire Department. (Fire)
81. The applicable codes and standards adopted by the City shall be enforced at the time construction plans have been submitted to the City for permitting (Fire)
82. The fire flow required, at a 50% reduction due to the buildings being sprinklered, will be based on the largest single structure in accordance with the California Fire Code at the time detail plans are submitted to the City of Roseville for review. The maximum fire flow will not exceed 2,000 gpm based on the Appendix III-AA of the California Fire Code. (Fire)
83. The fire department access road shall meet the City's requirements for width and turning radii of 30 and 50 as noted on the fire department standards for access. This shall be enforced at the time plan are submitted for review, Additional information can be found on the City's web site www.roseville.ca.us or contact Patrick Chew, Senior Fire Inspector, at 916-774-5823 or pchew@roseville.ca.us with the Fire Prevention Division for information. (Fire)
84. The required turning radii's shall be met for Building C7. In addition to circulation, the designated fire department access road (Fire Lanes) shall be within 150 feet from all portions of the exterior walls of Building C7. (Fire)
85. An **approved** automatic fire extinguishing system shall be provided for all buildings where the total fire area is **3,600** square feet or greater, as required by California Fire Code as adopted by this city

for non-single family residential units. All amendments, standards and policies can be found on the City's web site www.roseville.ca.us or contact Patrick Chew, Senior Fire Inspector, at 916-774-5823 or pchew@roseville.ca.us with the Fire and Life Safety Division for information. (Fire)

86. Automatic fire extinguishing system risers, fire alarm system panels and digital alarm communicator system panels shall be located within an approved fire control room and shall be accessible from an adjacent fire apparatus roadway. There shall be only one fire control room per building. Said fire control room shall be a minimum size of thirty-five (35) square feet in size and shall be openable from the exterior via an approved door opening. However, if this project requires the installation of a fire pump, this room will likely be much larger than the minimum stated by ordinance. (Fire)
87. If added cornice construction is involved, the design shall support the weight of a ladder leaning against the assembly as well as a 330-pound vertical load applied to the **leading edge** of the horizontal projection of the cornice (a 250-pound firefighter carrying 80 pounds of equipment stepping off of a ladder onto the top of the cornice). (Fire)
88. Use, increase of hazardous materials or storage, liquids, gases and/or chemicals shall meet the requirements of the Chapter 6.95 of the Health and Safety Code, the Roseville Fire Department and the National Fire Codes. Submit a complete plan set and the Hazardous Materials Business Plan, including names and amount of any hazardous materials that will be stored or used, to the Fire and Life Safety Division for review and approval. A permit application shall also be provided at the time of submittal. Contact our Hazardous Materials Division within the Fire Department at (916) 774-5800 to initiate the process. Satisfaction of storage and use shall be determined prior to requesting occupancy. (Fire)
89. This project shall not reduce the responsibilities of the owner(s) or future owners of these parcels from maintaining all on-site fire systems including all underground water lines if applicable. Private underground fire lines that serve multiple buildings and/or parcels shall be part of the reciprocal easement agreement. There shall be a clear language regarding maintenance and common easements agreement for service in the CCRs. A service company shall be obtained to maintain all on-site fire protection systems as noted in the conditions of approval. (Fire)
90. Grading shall be maintained within the property and shall not impact the adjacent open space. (Parks)
91. Additional run-off due to development shall be collected and directed to the storm drain prior to entering the adjacent open space. (Parks)
92. Parking of equipment or vehicles shall be prohibited in the adjacent open space. A limits of work area shall be established and construction fencing shall be erected to delineate the limits of work in the field prior to start of any grading or construction activities. Appropriate signage shall indicate the limits. (Parks)
93. Landscaping along the property line shall be native and non-invasive. (Parks)
94. Irrigation for the transition plantings/trees shall avoid over-spray and or run-off into the open space. (Parks)
95. Erect post & cable along the property line to indicate project limits and to deter vehicle access into the adjacent open space. (Parks)
96. Grading shall be maintained within the property and shall not impact the adjacent open space. (Parks)

97. Modify existing Transportation System Management (TSM) plan for Creekside Ridge Office Park and prepare a Transportation System Management Plan. Applicant shall participate in the TSM plan. Contact Sue Schooley, Alternative Transportation for more information. (Alternative Transportation)
98. Bike parking and clean air vehicle spaces shall be provided per the California Green Building Standards. Bike rack/locker design and location shall be approved by Alternative Transportation. Provide detail on Bike rack/lockers. Provide this detail to Jeannie Gandler, Alternative Transportation. Parking stall markings are to be marked as "Carpool/Clean Air/EV". Do not use "Vanpool". (Alternative Transportation, Building).

CONDITIONS OF APPROVAL FOR CREEKSIDE RETAIL LOT LINE ADJUSTMENT

1. The project is approved as shown in Exhibit J and as conditioned or modified below. (Planning)
2. The Voluntary Merger or Lot Line Adjustment is approved as shown in Exhibit A. (Planning, Engineering)
3. 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)
4. 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)
5. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering)
6. The applicant shall submit to the Engineering Division of Public Works 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)
7. Prior to recordation of the Lot Line Adjustment, the applicant shall pay the City's surveyor's processing and consulting fee of \$150. (Engineering)

OTHER CONDITIONS IF NEEDED TO RELOCATE FACILITIES AND EASEMENTS

8. Easement widths shall comply with the City's Design and Construction Standards. (Engineering)
9. 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)

10. 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)
11. All existing buildings shall conform to Table 602 of the CBC for fire separation distance requirements. (Building)
12. Any structures crossing the adjusted parcel lines shall be removed prior to recordation of the Voluntary Merger or Lot Line Adjustment documents. (Engineering)
13. Separate declaration of Conditions, Covenants, and restrictions (CC&Rs) for each parcel shall be approved by the City Attorney prior to the issuance of the Certificate of Compliance. The CC&R's shall include the following items:
 - a) Incorporation of the parcels into the existing Owners Association.
 - b) The common areas provide reciprocal access, parking and utilities (including drainage) for the mutual benefit of all parcels and all tenants. (Engineering)
 - c) Language stating that access is to be granted for maintenance and repair of water and sewer services across lots that the utility crosses. (Environmental Utilities)
 - d) A clause stating that the property owners within the project area shall agree to participate in a Transportation Systems Management (TSM) Plan and shall agree to enter into a Transportation Management Agreement with the City of Roseville. (Alternative Transportation)
 - e) A clause prohibiting the amendment, revision, or deletion of any sections in the CC&Rs required by these conditions of approval without prior written consent of the City Attorney.

CONDITIONS OF APPROVAL FOR TREE PERMIT

CONDITION	COMPLIANCE VERIFIED / INSPECTED	COMMENTS
PRIOR TO ISSUANCE OF ANY PERMITS OR ANY CONSTRUCTION ON-SITE		
1. All recommendations contained in the Arborist Report (Exhibit I) are incorporated by reference into these conditions, except as modified herein. (Planning)		
2. Encroachment on Tree #s 4453, 4454, 4456, 4457, and 4459 (as listed and detailed in Exhibit I) is approved with this tree permit. All other native oak trees shall remain in place. Removal of Tree #4453 and/or Tree #4459 may be allowed if advised by the arborist and approved by the Planning Division. No tree shall be removed without written authorization from the Planning Manager. If approved, trees to be removed shall be clearly marked in the field and inspected by Planning Staff prior to removal. Removal of the trees shall be performed by or under the supervision of a certified arborist. (Planning)		

CONDITION	COMPLIANCE VERIFIED / INSPECTED	COMMENTS
3. If tree removal is approved, the developer shall be responsible for the replacement of the total number of inches proposed for removal prior to any tree removal. If required, the total number of inches for this project shall not exceed 47 DBH inches. Mitigation must be provided prior to tree removal unless otherwise approved in the tree replacement plan or in these conditions. In the event that replacement trees are not available the applicant may provide in-lieu fees to the satisfaction of the Planning Division. (Planning)		
4. No activity shall be permitted within the protected zone of any native oak tree beyond those identified by this report. Encroachment into the protected zone of Tree #s 4453, 4454, 4456, 4457, and 4459 (as listed and detailed in Exhibit I) and described in the staff report is permitted. (Planning)		
5. A \$10,000 cash deposit or bond (or other means of security provided to the satisfaction of the Planning Division) shall be posted to ensure the preservation of all remaining trees during construction. The cash deposit or bond shall be posted in a form approved by the City Attorney. Each occurrence of a violation on any condition regarding tree preservation shall result in forfeiture of all or a portion of the cash deposit or bond. (Planning)		
6. A violation of any of the conditions of this Tree Permit is a violation of the Roseville Municipal Code, the Zoning Ordinance (Chapter 19.74) and the Tree Preservation Ordinance (Chapter 19.66). Penalties for violation of any of the conditions of approval may include forfeiture of the bond, suspension or revocation of the permit, payment of restitution, and criminal penalties. (Planning)		
7. A fencing plan shall be shown on the approved site plan and/or improvement plans demonstrating the Protected Zone for the affected trees. A maximum of three feet beyond the edge of the walls, driveways, or walkways will be allowed for construction activity and shall be shown on the fencing plan. The fencing plan shall be reviewed and approved by the Planning Division prior to the placement of the protective fencing. (Planning)		

CONDITION	COMPLIANCE VERIFIED / INSPECTED	COMMENTS
8. The applicant shall install a minimum of a five-foot high chain link fence (or acceptable alternative) at the outermost edge of the Protected Zone of the oak tree. Where encroachment is permitted pursuant to Condition 4, above, the fencing for encroachments shall be installed at the limit of construction activity. The applicant shall install signs at two equidistant locations on the temporary fence that are clearly visible from the front of the lot and where construction activity will occur. The size of each sign shall be a minimum of two feet (2') by two feet (2') and must contain the following language: "WARNING THIS FENCE SHALL NOT BE REMOVED OR RELOCATED WITHOUT WRITTEN AUTHORIZATION FROM THE PLANNING DIVISION". (Planning)		
9. Once the fencing is installed, the applicant shall schedule an appointment with the Planning Division to inspect and approve the temporary fencing before beginning any construction. (Planning)		
10. The applicant shall arrange with the arborist to perform, and certify in writing, the completion of deadwooding, fertilization, and all other work recommended for completion prior to the approval of improvement plans. Pruning shall be done by an Arborist or under the direct supervision of a Certified Arborist, in conformance with International Society of Arboriculture (I.S.A.) standards. Any watering and deep root fertilization which the arborist deems necessary to protect the health of the trees as noted in the arborist report or as otherwise required by the arborist shall be completed by the applicant. (Planning)		
11. A utility trenching pathway plan shall be submitted depicting all of the following systems: storm drains, sewers, water mains, and underground utilities. The trenching pathway plan shall show the proposed locations of all lateral lines. (Planning)		
12. A Site Planning Meeting shall be held with the applicant, the applicant's primary contractor, the Planning Division and the Engineering Division to review this permit, the approved grading or improvement plans, and the tree fencing prior to any grading on-site. The Developer shall call the Planning Division and Engineering Division two weeks prior to the start of grading work to schedule the meeting and fencing inspection. (Planning)		
DURING CONSTRUCTION		
13. The following information must be located on-site during construction activities: Arborist Report, approved site plan/improvement plans including fencing plan, and conditions of approval for the Tree Permit. All construction must follow the approved plans for this tree permit without exception. (Planning)		

CONDITION	COMPLIANCE VERIFIED / INSPECTED	COMMENTS
14. All preservation devices (aeration systems, oak tree wells, drains, special paving, etc.) shall be designed and installed as required by these conditions and the arborist's recommendations, and shall be shown on the improvement plans or grading plans. (Planning)		
15. If any native ground surface fabric within the Protected Zone must be removed for any reason, it shall be replaced within forty-eight (48) hours. (Planning)		
16. Storage or parking of materials, equipment, or vehicles is not permitted within the Protected Zone of any oak tree. Vehicles and other heavy equipment shall not be operated within the Protected Zone of any oak tree. (Planning)		
17. Where recommended by the arborist, portions of the foundation shall be hand dug under the direct supervision of the project arborist. The certified arborist shall immediately treat any severed or damaged roots. Minor roots less than one (1) inch in diameter may be cut, but damaged roots shall be traced back and cleanly cut behind any split, cracked or damaged area. Major roots over one (1) inch in diameter may not be cut without approval of an arborist and any arborist recommendations shall be implemented. (Planning)		
18. The temporary fencing shall remain in place throughout the entire construction period and shall not be removed without obtaining written authorization from the Planning Division. In no event shall the fencing be removed before the written authorization is received from the Planning Division. (Planning)		
PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT		
19. Within 5 days of the completion of construction, a Certification Letter from a certified arborist shall be submitted to and approved by the Planning Division. The certification letter shall attest to all of the work (regulated activity) that was conducted in the protected zone of the tree, either being in conformance with this permit or of the required mitigation still needing to be performed. (Planning)		
20. A copy of this completed Tree Permit Compliance Verification/Inspection form shall be submitted to the Planning Division. (Planning)		
21. The approval of this Tree Permit shall expire on the same date as MPP Stage 2 for NCRSP Parcels 95 and 98A, Creekside C6 and C7 Retail.		

Exhibits

- A. Initial Study/Negative Declaration and Mitigation Monitoring and Reporting Program
- B. General Plan Amendment and Land Use Table Amendment
- C. Specific Plan Amendment
- D. Rezone
- E. MPP Stage 1 Site Plan
- F. Project Site Plan
- G. Project Elevations: Sharif Retail and Office, and Multi-tenant Retail Building
- H. Landscape Plan
- I. Arborist Report
- J. Lot Line Adjustment

Note: Exhibits A - D are not included in this document as they are included as exhibits to the Council Communication.

Note to Applicant and/or Developer: Please contact the Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.

**OWNER**

ENGINEER

APN

EXISTING GENERAL PLAN & SPECIFIC PLAN DESIGNATION

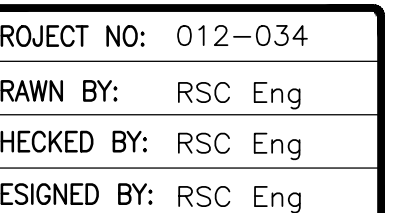
EXISTING GENERAL PLAN & SPECIFIC PLAN DESIGNATION

EXISTING PARCEL SIZE

PARCEL 2: 1.17± AC
(51,088± AF)

EXISTING PROPERTY LINE — — — — —

EASEMENTS - - - - -



**1001 CREEKSIDE RIDGE DRIVE
ROSEVILLE, CA 95678**

SHEET TITLE
**GPA/SPA
EXHIBIT**

SHEET NO.
PA/SPA
OF **1**

CITY OF ROSEVILLE APPROVAL DATE: FEBRUARY 6, 2019



TABLE II-2
TOTAL LAND USE ALLOCATION

USE CATEGORY	GROSS ¹ ACRES	% OF TOTAL ACRES
Residential (RES)	12,854	45%
Commercial (COM)	2,276 2,277	8%
Business Professional (BP)	792	3%
Industrial (IND)	2,369	8%
Open Space (OS)	3,151 3,150	11%
Park & Recreation (PR)	2,136	8%
Public/Quasi Public (P/QP)	2,719	10%
Right of Way (ROW)	1,978	7%
TOTAL	28,274	100%

SOURCE: City of Roseville Planning Division
Updated: September 6, 2017

TABLE II-3
LAND USE ALLOCATION BY INCORPORATED SUBAREA (in acres)

SUBAREA	RES	COM ²	BP	IND ³	OS ⁴	PR ⁵	P/QP ⁶	ROW	TOTAL ACRES
INFILL	3,349	571	201	914	479	465	2,109	426	8,514
SERSP	559	83	99	0	74	111	20	78	1,024
NERSP	132	300	308	0	94	13	10	97	954
NWRSP	1,759	119	11	0	155	353	107	159	2,663
NCRSP	656	339 340	162	78	183 182	100	75	232	1,825
NIPA	307	68	6	1,287	173	53	9	129	2,031
DWSP	659	13	0	0	98	378	4	51	1,203
HRNSP	294	162	0	0	37	37	48	99	677
NRSP	998	81	0	0	184	117	68	121	1,569
SRSP	616	35	5	0	270	78	23	90	1,117
WRSP	1,758	55	0	88	705	251	147	190	3,194
RGSP	21	29	0	0	0	0	0	0	50
DTSP	27	110	0	2	0	37	0	0	176
SVSP	1,133	241	0	0	357	105	72	173	2,081
CSP	248	19	0	0	177	16	10	32	502
ARSP	338	51	0	0	165	22	17	101	694
TOTAL ACRES	12,854	2,276 2,277	792	2,369	3,151 3,150	2,136	2,719	1,978	28,274

SOURCE: City of Roseville Planning Division
Updated: September 6, 2017

¹ Gross acreage includes road and highway rights-of-way, easements, etc.

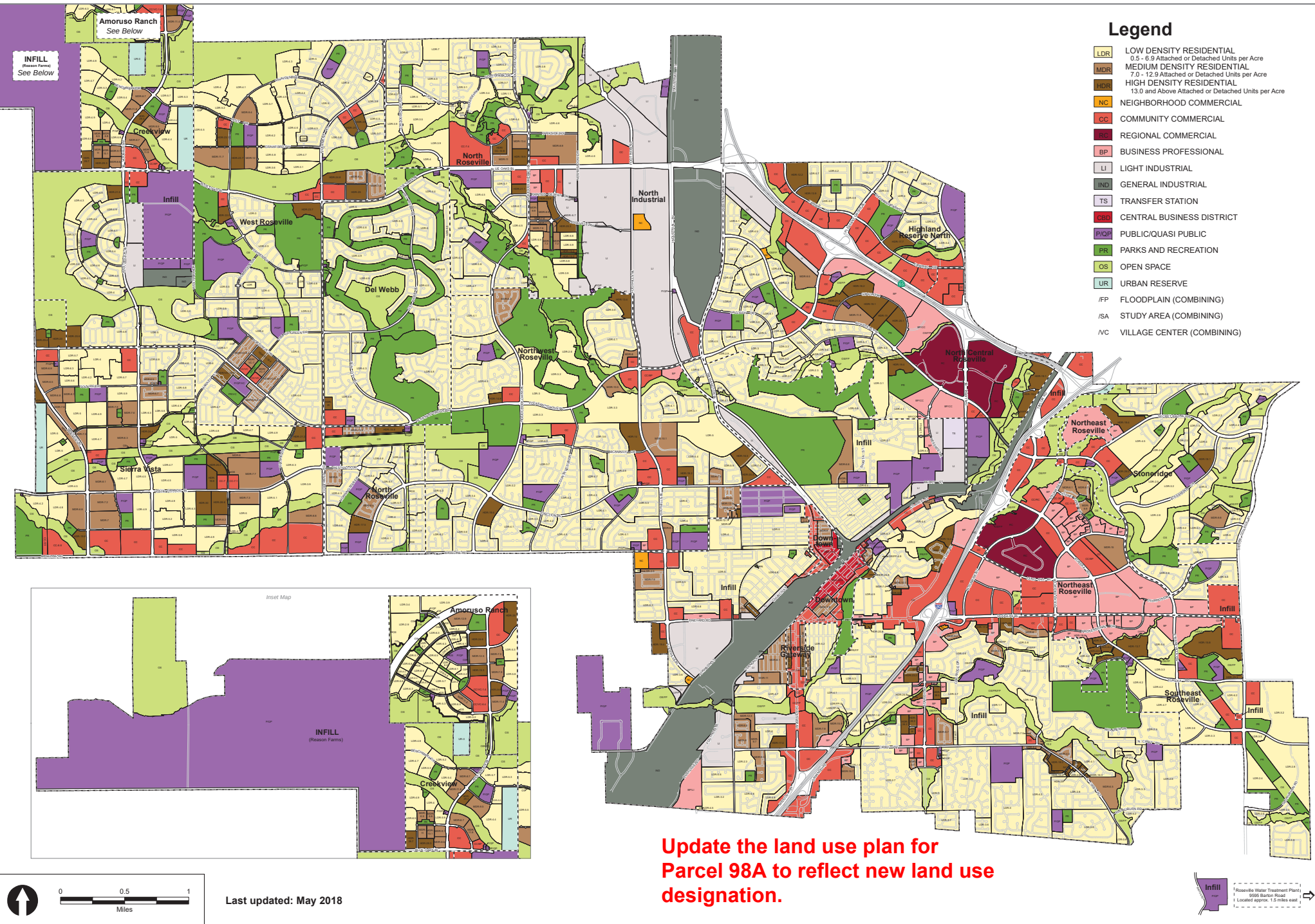
² Commercial includes neighborhood commercial, community commercial, regional commercial and central business district.

³ Industrial includes general industrial, light industrial, and transfer station.

⁴ Open Space includes open space, floodway open space, paseos, wildlife/vernal pool preserves, and 80 acres of Urban Reserve.

⁵ Parks and Recreation includes developed park and recreation areas and golf courses.

⁶ Public/Quasi Public includes: schools, churches, fire stations, electrical substations, corporation yards, well sites, tank and pump station sites, solid waste recycled drop off and park & ride lots.



**OWNER**

ENGINEER

APN

EXISTING GENERAL PLAN & SPECIFIC PLAN DESIGNATION

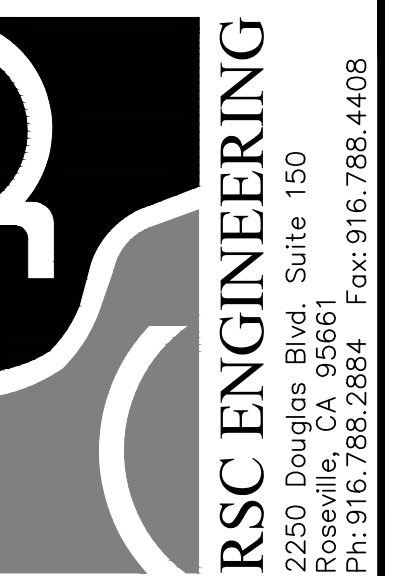
EXISTING GENERAL PLAN & SPECIFIC PLAN DESIGNATION

EXISTING PARCEL SIZE

PARCEL 2: 1.17± AC
(51,088± AF)

EXISTING PROPERTY LINE

EASEMENTS



PROJECT NO:	012-034
DRAWN BY:	RSC Eng
CHECKED BY:	RSC Eng
DESIGNED BY:	RSC Eng

GENERAL PLAN AMENDMENT AND SPECIFIC PLAN AMENDMENT CREEKSIDE C6 & C7 RETAIL

ROSEVILLE, CA 95678

SHEET TITLE
**GPA/SPA
EXHIBIT**

SHEET NO.
PA/SPA
OF **1**



NORTH CENTRAL LAND USE PLAN

Figure 2-4

Land Use Designation		Acres
LDR	Residential	496.96
MDR	Residential	46.57
HDR	Residential	112.22
NC	Neighborhood Commercial	2.23
CC	Commercial	137.35
RC	Regional Commercial	200.74 199.57
BP	Business Professional	59.99
	Business Professional / Commercial	101.55
LI	Light Industrial	46.54
	Light Industrial / Reserve	21.25
IND	Industrial	9.84
	Lower Watershed	120.96
OS	Open Space / Recreation	37.24 36.41
	Slope Easement	18.59
	Wetland Preserve	4.90
PR	Golf Course	0.88
	Park	50.06
	Park / Preserve	48.74
	Corp Yard	1.48
	Daycare	1.04
	Elementary School	15.98
P/QP	Fire Station	2.97
	Middle School	18.46
	PG and E	33.72
	Substation	1.18
ROW	Right of Way	232.04

*See Land Use By Parcel label for Unit totals

Totals: 1,823.48



Last Updated: October 28, 2014



North Central Land Use by Parcel Number

Parcel	General Plan Land Use (Specific Plan Land Use)	Zoning	Acres	Allocated Units	Finaled Units	Available Units	Density
A	LDR (Residential)	R1/DS	16.83	74	74	0	4.4
B	LDR (Residential)	R1/DS	15.78	67	67	0	4.2
C	LDR (Residential)	R1/DS	20.39	90	90	0	4.4
D	LDR (Residential)	R1/DS	11.77	63	63	0	5.4
E	LDR (Residential)	R1/DS	15.23	73	73	0	4.8
F,G	LDR (Residential)	RS/DS	20.17	121	121	0	6.0
H	LDR (Residential)	RS/DS	5.40	29	29	0	5.4
I	LDR (Residential)	RS/DS	14.76	75	75	0	5.1
J	LDR (Residential)	RS/DS	5.61	27	27	0	4.8
K	LDR (Residential)	RS/DS	13.68	68	68	0	5.0
L	LDR (Residential)	RS/DS	10.81	61	61	0	5.6
M	LDR (Residential)	R1/DS	10.02	45	45	0	4.5
N	LDR (Residential)	R1/DS	17.12	77	77	0	4.5
O	LDR (Residential)	R1/DS	8.17	24	24	0	2.9
P	LDR (Residential)	R1/DS	16.94	50	50	0	3.0
Q	LDR (Residential)	R1/DS	11.07	36	36	0	3.3
R	LDR (Residential)	RS/DS	12.53	71	71	0	5.7
S	LDR (Residential)	R1/DS	10.24	34	34	0	3.3
T	LDR (Residential)	R1/DS	11.46	39	39	0	3.4
U	LDR (Residential)	R1/DS	9.50	26	26	0	2.7
V	LDR (Residential)	R1/DS	14.68	40	40	0	2.7
W	LDR (Residential)	R1/DS	1.36	5	5	0	3.7
X	LDR (Residential)	R1/DS	9.10	31	31	0	3.4
Y	LDR (Residential)	R1/DS	8.33	19	19	0	2.3
9	LDR (Residential)	RS	6.32	32	32	0	5.1
10,12	LDR (Residential)	R1/DS-NC	60.11	185	185	0	3.1
11	LDR (Residential)	RS	3.41	21	21	0	6.2
13	LDR (Residential)	RS/DS	21.34	88	88	0	4.1
17A	LDR (Residential)	RS	22.32	113	113	0	5.1
17B	LDR (Residential)	RS	22.89	104	104	0	4.5
18A	LDR (Residential)	RS	10.46	48	48	0	4.6
18B	LDR (Residential)	RS	12.22	53	53	0	4.3
18C	MDR (Residential)	R3	26.17	248	248	0	9.5
19	LDR (Residential)	RS	33.87	165	165	0	4.9
20A	HDR (Residential)	R3	20.98	400	400	0	19.1
20B	HDR (Residential)	R3	13.43	202	202	0	15.0
20C	HDR (Residential)	R3	12.82	258	258	0	20.1
21A	CC (Commercial)	CC	9.31				
21B	HDR (Residential)	R3	8.55	184	184	0	21.5
22	HDR (Residential)	R3	17.60	336	336	0	19.1
23	OS (Wetland Preserve)	OS	3.85				
26,29	LDR (Residential)	R1/DS	13.07	56	56	0	4.3
27,28	HDR (Residential)	R3/DS-NC	12.18	236	236	0	19.4
31	CC (Commercial)	CC/SA-NC	13.73				
32	CC (Commercial)	CC/SA-NC	11.68				
33	CC (Commercial)	CC/SA-NC	1.98				
34A	CC (Commercial)	GC/SA-NC	13.18				
34B	CC (Commercial)	GC/SA-NC	1.23				
34C	CC (Commercial)	GC/SA-NC	26.62				
35	RC (Regional Commercial)	RC/SA-NC	94.13				
36	RC (Regional Commercial)	RC/SA-NC	88.92				
37	CC (Commercial)	CC/SA-NC	5.62				
38	BP (Business Professional /Commercial)	CC/SA-NC	29.55				
39A	BP (Business Professional /Commercial)	CC/SA-NC	19.35				
39B	BP (Business Professional /Commercial)	CC/SA-NC	2.97				
40	BP (Business Professional /Commercial)	CC/SA-NC	49.69				

CC Attachment 1

41	CC (Commercial)	CC/SA-NC	3.42				
42A	BP (Business Professional)	BP/SA-NC	36.54	0	0		0.0
42B	HDR (Residential)	R3	14.99	273	273	0	18.2
43	BP (Business Professional)	BP/SA-NC	23.45	0	0		0.0
44	MDR (Residential)	R3/DS/SA-NC	20.40	240	0	0	11.8
45	OS (Wetland Preserve)	OS	1.05	0	0		0.0
46	HDR (Residential)	R3/SA-NC	11.67	224	0	0	19.2
47	P/QP (Daycare)	P/QP/SA-NC	1.04				
48A	CC (Commercial)	CC	39.19				
48B	LI (Light Industrial /Reserve)	M1/SA-NC	8.90				
49A	LI (Light Industrial)	PD/SA-NC	46.54				
49B	LI (Light Industrial /Reserve)	M1/SA-NC	12.35				
50A,D	PR (Park)	PR	7.97				
52	PR (Park)	PR	9.93				
53	PR (Park)	PR	4.49				
55A	CC (Commercial)	CC	9.84				
55B	PR (Park)	PR	3.23				
55C	PR (Park)	PR	2.90				
55D	PR (Park)	PR	2.55				
56	PR (Park)	PR	13.33				
57	PR (Park)	PR	5.66				
58	PR (Golf Course)	PR	0.75				
59	PR (Golf Course)	PR	0.13				
61	NC (Neighborhood Commercial)	NC/SA-NC	2.23				
62	P/QP (Substation)	P/QP	1.18				
63	P/QP (PG and E)	M2	33.72				
64	P/QP (Corp Yard)	PR	1.48				
65	P/QP (Fire Station)	P/QP	2.97				
69	IND (Industrial)	M2	9.84				
72	P/QP (Elementary School)	P/QP	8.00				
73	P/QP (Middle School)	P/QP	18.46				
74	P/QP (Elementary School)	P/QP	7.98				
80A	OS (Lower Watershed)	OS	3.66				
80B	OS (Lower Watershed)	OS	3.92				
81A	OS (Lower Watershed)	OS	3.92				
81B	OS (Lower Watershed)	OS	1.59				
82	OS (Lower Watershed)	OS	6.11				
83	OS (Lower Watershed)	OS	16.27				
84	OS (Lower Watershed)	OS	37.62				
85	OS (Lower Watershed)	OS	15.45				
86	OS (Lower Watershed)	OS	1.98				
87	OS (Lower Watershed)	OS	18.08				
88	OS (Lower Watershed)	OS/FW	12.36				
90	PR (Park / Preserve)	PR	1.81				
91	PR (Park / Preserve)	OS	13.84				
93	PR (Park / Preserve)	OS	33.09				
95	RC (Regional Commercial)	RC/SA-NC	16.52				17.69
96	CC (Commercial)	CC/SA-NC	1.55				
97	OS (Slope Easement)	OS/SA-NC	18.59				
98A	OS (Open Space /Recreation)	M2	4.81				3.64
98B	OS (Open Space /Recreation)	M2	15.62				
98C	OS (Open Space /Recreation)	M2	4.20				
98D	OS (Open Space /Recreation)	OS	2.67				
98E	OS (Open Space /Recreation)	OS	11.11				
ROW	ROW (Right of Way)	ROW	232.04				
Total			1,823.48	4,711	4,247	0	

Last Updated: December 10, 2014



OWNER

ENGINEER

APN

PARCEL 2: 015-011-021

EXISTING ZONING

PARCEL 2: M2-SA-NC
NORTH CENTRAL ROSEVILLE
SPECIFIC PLAN

PROPOSED ZONING

PARCEL 2: RC-SA-NC

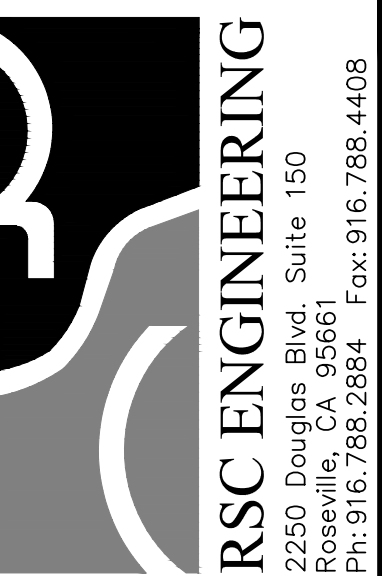
EXISTING PARCEL SIZE

PARCEL 2: 1.17± AC
(51,088± AF)

LEGEND

EXISTING PROPERTY LINE

EASEMENTS - - - - -



PROJECT NO: 012-034

RAWN BY: RSC Eng

HECKED BY: RSC Eng

**REZONE EXHIBIT FOR
CREEKSIDE C6 RETAIL**

**CREEKSIDE RIDGE DRIVE
ROSEVILLE, CA 95678**

SHEET TITLE
**REZONE
EXHIBIT**

SHEET NO.
RZ
OF **1**

CITY OF ROSEVILLE APPROVAL DATE: FEBRUARY 6, 2019



Xrefs: .\012034_XTCP011.DWG
.\012034_XPR011.DWG

DRAWING: P:\012-034\Planning\Conceptual\012034_RZ11.DWG
USER: RWILSON
LAST MODIFIED: Feb. 07, 19 - 11:16
PLOT DATE: Feb 07, 2019 - 11:16:44 AM

MITIGATED NEGATIVE DECLARATION

Project Title/File Number: NCRSP Parcel 95 and 98A; Creekside C6 Retail; File #PL18-0060
Project Location: 1001 Creekside Ridge, Roseville CA, Placer County
Project Applicant: Tiffany Wilson, RSC Engineering, Inc.
Property Owner: Trey Gundlach, Allegiant Development Co., Inc.
For: Evergreen Britannia 026 LLC
Lead Agency Contact Person: Charity Gold, Associate Planner - City of Roseville; (916) 774-5247
Date: January 9, 2019

Project Description:

The applicant requests a General Plan Amendment and a Specific Plan Amendment to change the land use designation on Parcel 2 from Open Space to Regional Commercial, a Rezone to change the zoning designation on Parcel 2 from General Industrial (M2) to Regional Commercial (RC), a Major Project Permit Modification to add two retail buildings and an office building to the approved Creekside Center site plan, a Major Project Permit Stage 2 to approve the design of the three buildings, a Tree Permit to encroach into the protected zones of native oak trees, and a Lot Line Adjustment to reconfigure the existing parcels.

DECLARATION

The Planning Manager has determined that the above project will not have significant effects on the environment and therefore does not require preparation of an Environmental Impact Report. The determination is based on the attached initial study and the following findings:

- A. *The project will not have the potential to degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare or threatened species, reduce the number or restrict the range of rare or endangered plants or animals or eliminate important examples of the major periods of California history or prehistory.*
- B. *The project will not have the potential to achieve short-term, to the disadvantage of long-term, environmental goals.*
- C. *The project will not have impacts, which are individually limited, but cumulatively considerable.*
- D. *The project will not have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly.*
- E. *No substantial evidence exists that the project may have a significant effect on the environment.*
- F. *The project incorporates all applicable mitigation measures identified in the attached initial study.*
- G. *This Mitigated Negative Declaration reflects the independent judgment of the lead agency.*



INITIAL STUDY AND ENVIRONMENTAL CHECKLIST

Project Title/File Number:	NCRSP Parcel 95 and 98A; Creekside C6 Retail; PL18-0060
Project Location:	1001 Creekside Ridge, Roseville CA, Placer County
Project Description:	The applicant requests a General Plan Amendment and a Specific Plan Amendment to change the land use designation on Parcel 2 from Open Space to Regional Commercial, a Rezone to change the zoning designation on Parcel 2 from General Industrial (M2) to Regional Commercial (RC), a Major Project Permit Modification to add two retail buildings and an office building to the approved Creekside Center site plan, a Major Project Permit Stage 2 to approve the design of the three buildings, a Tree Permit to encroach into the protected zones of native oak trees, and a Lot Line Adjustment to reconfigure the existing parcels.
Project Applicant:	Tiffany Wilson, RSC Engineering, Inc.
Property Owner:	Trey Gundlach, Allegiant Development Co., Inc. For: Evergreen Britannia 026 LLC
Lead Agency Contact:	Charity Gold, Associate Planner, (916) 774-5247

This initial study has been prepared to identify and assess the anticipated environmental impacts of the above described project. The document relies on previous environmental documents and site-specific studies prepared to address in detail the effects or impacts associated with the project. Where documents were submitted by consultants working for the applicant, City staff reviewed such documents in order to determine whether, based on their own professional judgment and expertise, staff found such documents to be credible and persuasive. Staff has only relied on documents that reflect their independent judgment, and has not accepted at face value representations made by consultants for the applicant.

This document has been prepared to satisfy the California Environmental Quality Act (CEQA), (Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (14 CCR 15000 et seq.). CEQA requires that all state and local government agencies consider the environmental consequences of projects over which they have discretionary authority before acting on those projects.

The initial study is a public document used by the decision-making lead agency to determine whether a project may have a significant effect on the environment. If the lead agency finds substantial evidence that any aspect of the project, either individually or cumulatively, may have a significant effect on the environment, regardless of whether the overall effect of the project is adverse or beneficial, the lead agency is required to prepare an Environmental Impact Report (EIR). If the agency finds no substantial evidence that the project or any of its aspects may cause a significant effect on the environment, a negative declaration shall be prepared. If in the course of analysis, the agency recognizes that the project may have a significant impact on the environment, but that by incorporating specific mitigation measures to which the applicant agrees, the impact will be reduced to a less than significant effect, a mitigated negative declaration shall be prepared.

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PROJECT DESCRIPTION

Project Location

The project site is located at 1001 Creekside Ridge Drive, on the east side of the intersection of Roseville Parkway and Creekside Ridge Drive (Figure 1). The subject property is within the Creekside Center and the North Central Roseville Specific Plan. The site is zoned RC/SA-NC and M2 and is currently vacant except for some frontage and landscape improvements along Roseville Parkway and Creekside Ridge Drive. The site is surrounded by a regional retail center and office park to the northeast and northwest and open space, including Antelope Creek and the Antelope Creek trail to the southeast and southwest. See Table 1 for the land use designations and uses of the subject and surrounding properties.

Figure 1: Project Location



Table 1: Site and Vicinity Land Use Designations

Location	Zoning	General Plan Land Use	Actual Use of Property
Site	Regional Commercial (RC/SA-NC) and General Industrial (M2)	RC and OS	Vacant
North	RC/SA-NC	RC	Business Park
South	M2	OS	Open Space
East	Open Space (OS/SA-NC)	OS	Open Space
West	Community Commercial (CC/SA-NC)	CC	Retail

Background

The project is located within the North Central Roseville Specific Plan (NCRSP), for which an EIR was prepared. The site is also part of the Creekside Center Major Project Permit, as amended (MPP 98-01; MPPMOD 98-01A; MPPMOD 98-01B). Except for the subject property, all of the parcels within the Creekside Center have been developed and the center is almost entirely builtout. The proposed project will add one new parcel to the Creekside Center project, and develop an office building where retail was anticipated on a parcel that is currently part of the Creekside Center project. The existing structures within the Creekside Center were not builtout to the square footages assumed in the EIR; therefore, the proposed project will not add square footage beyond that which was anticipated and analyzed in the NCRSP EIR. The proposed project requires a General Plan Amendment and Rezone to develop on the new parcel, the physical impacts associated with development on that parcel were not analyzed in the NCRSP EIR; because that development was not included in the EIR impacts related to development of that parcel are discussed in the analyses that follow.

Environmental Setting

The project site is undeveloped except for some frontage and landscape improvements along Roseville Parkway and Creekside Ridge Drive, as well as parking and an access road constructed as part of a previous development. Vegetation on the site consists of native and non-native grasses. Excluding the landscaped area, there are no trees on the site; however, there are protected oak trees immediately adjacent to and overhanging the site within the adjacent Antelope Creek open space corridor. The site is bisected by PG&E electric transmission lines and an associated 100-foot easement, which includes development restrictions. The site is surrounded by existing retail and office uses developed as part of the Creekside Center project, as well as open space uses. The site has frontage on both Roseville Parkway and Creekside Ridge Drive.

Proposed Project

The project includes construction of three buildings on two parcels within the Creekside Center and the NCRSP. One of the parcels will include a 4,500 square-foot building for Sharif Jewelers and a 2,000 square-foot office for the Sharif business, and the other parcels will include a 5,700 square-foot multitenant retail building. The site will be improved with 63 parking spaces and landscaping. An additional access point off Roseville Parkway will be constructed approximately 100 feet east of the intersection of Creekside Ridge Drive and Roseville Parkway. Construction of the new driveway will require demolition and construction along the frontage of Roseville Parkway.

The site is currently zoned for regional commercial and light industrial uses. Retail and office uses are permitted on the parcel zoned for regional commercial uses; however, those uses are not permitted on the parcel zoned for light industrial uses. The project includes a General Plan Amendment, Specific Plan Amendment, and Rezone to allow development of the multi-tenant retail building on the parcel zoned light industrial. The Sharif retail and office uses are consistent with the land use designation and zoning for the corner parcel. Although the project includes a change to the land use designations for one of the parcels, the proposed square footage does not exceed the overall square footage previously evaluated in the FEIR for the plan area.

CITY OF ROSEVILLE MITIGATION ORDINANCES, GUIDELINES, AND STANDARDS

For projects that are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified, CEQA Guidelines section 15183(f) allows a lead agency to rely on previously adopted development policies or standards as mitigation for the environmental effects, when the standards have been adopted by the City, with findings based on substantial evidence, that the policies or standards will substantially mitigate environmental effects, unless substantial new information shows otherwise (CEQA Guidelines §15183(f)). The City of Roseville adopted CEQA Implementing Procedures (Implementing Procedures) which are consistent with this CEQA Guidelines section. The current version of the Implementing Procedures were adopted in April 2008, along with Findings of Fact, as Resolution 08-172. The below regulations and ordinances were found to provide uniform mitigating policies and standards, and are applicable to development projects. The City's Mitigating Policies and Standards are referenced, where applicable, in the Initial Study Checklist.

- City of Roseville 2035 General Plan
- City of Roseville Zoning Ordinance (RMC Title 19)
- City of Roseville Design and Construction Standards (Resolution 16-75)
- Subdivision Ordinance (RMC Title 18)
- Noise Regulation (RMC Ch.9.24)
- Flood Damage Prevention Ordinance (RMC Ch.9.80)
- Drainage Fees (Dry Creek [RMC Ch.4.49] and Pleasant Grove Creek [RMC Ch.4.48])
- West Placer Stormwater Quality Design Manual (Resolution 16-152)
- Urban Stormwater Quality Management and Discharge Control Ordinance (RMC Ch. 14.20)
- Traffic Mitigation Fee (RMC Ch.4.44)
- Highway 65 Joint Powers Authority Improvement Fee (Resolution 2008-02)
- South Placer Regional Transportation Authority Transportation and Air Quality Mitigation Fee (Resolution 09-05)
- Tree Preservation Ordinance (RMC Ch.19.66)
- Community Design Guidelines (Resolution 95-347)
- Specific Plan Design Guidelines:
 - o Development Guidelines Del Webb Specific Plan (Resolution 96-330)
 - o Landscape Design Guidelines for North Central Roseville Specific Plan (Resolution 90-170)
 - o North Roseville Specific Plan and Design Guidelines (Resolution 00-432)
 - o Northeast Roseville Specific Plan (Olympus Pointe) Signage Guidelines (Resolution 89-42)
 - o North Roseville Area Design Guidelines (Resolution 92-226)
 - o Northeast Roseville Specific Plan Landscape Design Guidelines (Resolution 87-31)
 - o Southeast Roseville Specific Plan Landscape Design Guidelines (Resolution 88-51)
 - o Stoneridge Specific Plan and Design Guidelines (Resolution 98-53)
 - o Highland Reserve North Specific Plan and Design Guidelines (Resolution 97-128)
 - o West Roseville Specific Plan and Design Guidelines (Resolution 04-40)
 - o Sierra Vista Specific Plan and Design Guidelines (Resolution 12-217)
 - o Creekview Specific Plan and Design Guidelines (Resolution 12-320)
 - o Amoruso Ranch Specific Plan and Design Guidelines (Resolution 16-273)

OTHER ENVIRONMENTAL DOCUMENTS RELIED UPON

- Amoruso Ranch Specific Plan Final Environmental Impact Report

(<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774579>)

- NCRSP Final Environmental Impact Report

<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775118>

Pursuant to CEQA Guidelines Section 15183, any project which is consistent with the development densities established by zoning, a Community Plan, or a General Plan for which an EIR was certified shall not require additional environmental review, except as may be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. The Amoruso Ranch Specific Plan EIR updated the City's General Plan to 2035, and updated Citywide analyses of traffic, water supply, water treatment, wastewater treatment, and waste disposal. This Initial Study focuses on effects particular to the specific project site, impacts which were not analyzed within the EIR, and impacts which may require revisiting due to substantial new information. When applicable, the topical sections within the Initial Study summarize the findings within the environmental documents listed above. The analysis, supporting technical materials, and findings of the environmental document are incorporated by reference, and are available for review at the Civic Center, 311 Vernon Street, Roseville, CA.

EXPLANATION OF INITIAL STUDY CHECKLIST

The CEQA Guidelines recommend that lead agencies use an Initial Study Checklist to determine potential impacts of the proposed project on the physical environment. The Initial Study Checklist provides a list of questions concerning a comprehensive array of environmental issue areas potentially affected by this project. This section of the Initial Study incorporates a portion of Appendix G Environmental Checklist Form, contained in the CEQA Guidelines. Within each topical section (e.g. Air Quality) a description of the setting is provided, followed by the checklist responses, thresholds used, and finally a discussion of each checklist answer.

There are four (4) possible answers to the Environmental Impacts Checklist on the following pages. Each possible answer is explained below:

- 1) A "Potentially Significant Impact" is appropriate if there is enough relevant information and reasonable inferences from the information that a fair argument based on substantial evidence can be made to support a conclusion that a substantial, or potentially substantial, adverse change may occur to any of the physical conditions within the area affected by the project. When one or more "Potentially significant Impact" entries are made, an EIR is required.
- 2) A "Less Than Significant With Mitigation" answer is appropriate when the lead agency incorporates mitigation measures to reduce an impact from "Potentially Significant" to "Less than Significant." For example, floodwater impacts could be reduced from a potentially-significant level to a less-than-significant level by relocating a building to an area outside of the floodway. The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less-than-significant level. Mitigation measures are identified as MM followed by a number.
- 3) A "Less Than significant Impact" answer is appropriate if there is evidence that one or more environmental impacts may occur, but the impacts are determined to be less than significant, or the application of development policies and standards to the project will reduce the impact(s) to a less-than-significant level. For instance, the application of the City's Improvement Standards reduces potential erosion impacts to a less-than-significant level.
- 4) A "No Impact" answer is appropriate where it can be demonstrated that the impact does not have the potential to adversely affect the environment. For instance, a project in the center of an urbanized area with no agricultural lands on or adjacent to the project area clearly would not have an adverse effect on agricultural resources or operations. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources cited in the Initial Study. Where a "No Impact" answer is adequately supported by the information sources cited in the Initial Study, further

narrative explanation is not required. A “No Impact” answer is explained when it is based on project-specific factors as well as generous standards.

All answers must take account of the whole action involved, including off- and on-site, indirect, direct, construction, and operation impacts, except as provided for under State CEQA Guidelines.

INITIAL STUDY CHECKLIST

I. Aesthetics

The subject property is located in an area developed with retail and office uses adjacent to an open space corridor. The site is located adjacent to Roseville Parkway to the south, the Creekside Center to the north and west, and open space to the east. Development of the subject property will complete the Creekside Center development plan while adding an additional 1.16 acre parcel to the developable area contemplated in that plan. The additional parcel is located adjacent to the open space corridor and is currently designated as open space in the City’s General Plan and the NCRSP.

The open space was created to preserve the habitat within and adjacent to the Antelope Creek drainage corridor. The corridor is developed with a bicycle and pedestrian trail. The subject property is located on a hill on the western side of the open space corridor separated from the creek by oak woodland. The bicycle and pedestrian trail is located on the eastern side of the creek. The development will be visible from the trail system, or points thereon; however, due to the distance, vegetation, and grade difference between the trail and the development, the view of the project site is obstructed.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			X	

Thresholds of Significance and Regulatory Setting:

The significance of an environmental impact cannot always be determined through the use of a specific, quantifiable threshold. CEQA Guidelines Section 15064(b) affirms this by the statement “an ironclad definition of significant effect is not always possible because the significance of an activity may vary with the setting.” This

is particularly true of aesthetic impacts. As an example, a proposed parking lot in a dense urban center would have markedly different visual effects than a parking lot in an open space area. For the purpose of this study, the significance thresholds are as stated in CEQA Guidelines Appendix G, as shown in a–d of the checklist below. The Findings of the Implementing Procedures indicate that compliance with the Zoning Ordinance (e.g. building height, setbacks, etc), Subdivision Ordinance (RMC Ch. 18), Community Design Guidelines (Resolution 95-347), and applicable Specific Plan Policies and/or Specific Plan Design Guidelines will prevent significant impacts in urban settings as it relates to items a, b, and c, below.

Discussion of Checklist Answers:

a–b) There are no designated or eligible scenic vistas or scenic highways within or adjacent to the City of Roseville.

c) The project site is in an urban setting adjacent to active open space. The site itself lacks any prominent or high-quality natural features which could be negatively impacted by development; however, there are oak trees adjacent to the site which will be affected by onsite construction. The impacts to these oak trees are discussed in Section IV. Although the root zone of the trees will be affected, the visual character of the trees will be unchanged. The City of Roseville has adopted Community Design Guidelines (CDG) for the purpose of creating building and community designs which are a visual asset to the community. The CDG includes guidelines for building design, site design, and landscape design, which will result in a project that enhances the existing urban visual environment. Therefore, the project will not degrade the visual character or quality of the site or its surroundings, impacts are less than significant.

d) The project involves nighttime lighting to provide for the security and safety of project users. However, the project is already located within an urbanized setting with many existing lighting sources. Lighting is conditioned to comply with City standards (i.e. CDG) to limit the height of light standards and to require cut-off lenses and glare shields to minimize light and glare impacts. The project will not create a new source of substantial light. None of the project elements are highly reflective, and thus the project will not contribute to an increased source of glare. Impacts are less than significant.

II. Agricultural & Forestry Resources

The State Department of Conservation oversees the Farmland Mapping and Monitoring Program, which was established to document the location, quality, and quantity of agricultural lands, and the conversion of those lands over time. The primary land use classifications on the maps generated through this program are: Urban and Built Up Land, Grazing Land, Farmland of Local Importance, Unique Farmland, Farmland of Statewide Importance, and Prime Farmland. According to the current California Department of Conservation Placer County Important Farmland Map (2012), the majority of the City of Roseville is designated as Urban and Built Up Land and most of the open space areas of the City are designated as Grazing Land. There are a few areas designated as Farmland of Local Importance and two small areas designated as Unique Farmland located on the western side of the City along Baseline Road. The current Williamson Act Contract map (2013/2014) produced by the Department of Conservation shows that there are no Williamson Act contracts within the City, and only one (on PFE Road) that is adjacent to the City. None of the land within the City is considered forest land by the Board of Forestry and Fire Protection.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

Thresholds of Significance and Regulatory Setting:

Unique Farmland, Farmland of Statewide Importance, and Prime Farmland are called out as protected farmland categories within CEQA Guidelines Appendix G. Neither the City nor the State has adopted quantified significance thresholds related to impacts to protected farmland categories or to agricultural and forestry resources. For the purpose of this study, the significance thresholds are as stated in CEQA Guidelines Appendix G, as shown in a–e of the checklist above.

Discussion of Checklist Answers:

a–e) The project site is not used for agricultural purposes, does not include agricultural zoning, is not within or adjacent to one of the areas of the City designated as a protected farmland category on the Placer County Important Farmland map, is not within or adjacent to land within a Williamson Act Contract, and is not considered forest land. Given the foregoing, the proposed project will have no impact on agricultural resources.

III. Air Quality

The City of Roseville, along with the south Placer County area, is located in the Sacramento Valley Air Basin (SVAB). The SVAB is within the Sacramento Federal Ozone Non-Attainment Area. Under the Clean Air Act, Placer County has been designated a "serious non-attainment" area for the federal 8-hour ozone standard, "non-attainment" for the state ozone standard, and a "non-attainment" area for the federal and state PM₁₀ standard (particulate matter less than 10 microns in diameter). Within Placer County, the Placer County Air Pollution Control District (PCAPCD) is responsible for ensuring that emission standards are not violated.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
c) Result in a cumulatively considerable net increase of any criteria for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?			X	
d) Expose sensitive receptors to substantial pollutant concentrations?				X
e) Create objectionable odors affecting a substantial number of people?				X

Thresholds of Significance and Regulatory Setting:

In responding to checklist items a, b, and d, project-related air emissions would have a significant effect if they would result in concentrations that either violate an ambient air quality standard or contribute to an existing air quality violation. To assist in making this determination, the PCAPCD adopted thresholds of significance, which were developed by considering both the health-based ambient air quality standards and the attainment strategies outlined in the State Implementation Plan. The PCAPCD-recommended significance threshold for reactive

organic gases (ROG) and nitrogen oxides (NO_x) is 82 pounds daily during construction and 55 pounds daily during operation, and for particulate matter (PM) is 82 pounds per day during both construction and operation. For all other constituents, significance is determined based on the concentration-based limits in the Federal and State Ambient Air Quality Standards. Toxic Air Contaminants (TAC) are also of public health concern, but no thresholds or standards are provided because they are considered to have no safe level of exposure. Analysis of TAC is based on the *Air Quality and Land Use Handbook – A Community Health Perspective* (April 2005, California Air Resources Board), which lists TAC sources and recommended buffer distances from sensitive uses. For checklist item c, the PCAPCD's *CEQA Air Quality Handbook (Handbook)* recommends that the same thresholds used for the project analysis be used for the cumulative impact analysis.

With regard to checklist item e, there are no quantified significance thresholds for exposure to objectionable odors. Significance is determined after taking into account multiple factors, including screening distances from odor sources (as found in the PCAPCD CEQA Handbook), the direction and frequency of prevailing winds, the time of day when odors are present, and the nature and intensity of the odor source.

Discussion of Checklist Answers:

a–b) Analyses are not included for sulfur dioxide, lead, and other constituents because there are no mass emission thresholds; these are concentration-based limits in the Federal and State Ambient Air Quality Standards which require substantial, point-source emissions (e.g. refineries, concrete plants, etc) before exceedance will occur, and the SVAB is in attainment for these constituents. Likewise, carbon monoxide is not analyzed because the SVAB is in attainment for this constituent, and it requires high localized concentrations (called carbon monoxide “hot spots”) before the ambient air quality standard would be exceeded. “Hot spots” are typically associated with heavy traffic congestion occurring at high-volume roadway intersections. The Amoruso Ranch EIR analysis of Citywide traffic indicated that 198 out of 226 signalized intersections would operate at Level of Service C or better—that is, they will not experience heavy traffic congestion. It further indicated that analyses of existing CO concentrations at the most congested intersections in Roseville show that CO levels are well below federal and state ambient air quality standards. The discussions below focus on emissions of ROG, NO_x, or PM. A project-level analysis has been prepared to determine whether the project will, on a singular level, exceed the established thresholds.

Clearing, grading, and construction activities on the 2.21 acre site will result in emissions of criteria pollutants for which the area is in non-attainment. The PCAPCD recommends that lead agencies use the California Emissions Estimator Model (CalEEMod) to quantify a project's construction and operational emissions for criterial air pollutants (NO_x, ROG, and PM). The results are then compared to the significance thresholds established by the district, as detailed above. According to PCAPCD's published screening table, general commercial projects smaller than 249,099 square feet will not result in NO_x emissions that exceed 55 lbs/day. Typically, NO_x emissions are substantially higher than ROG and PM₁₀; therefore, it can be assumed that projects that do not exceed the NO_x threshold will not exceed the ROG and PM₁₀ thresholds, and will not result in a significant impact related to operational emissions.

The project proposes the construction of two retail buildings totaling 10,500 square feet and a 2,000 square foot office building. The project's combined square footage is well below PCAPCD's modeled example. Given its small size, the project is not expected to result in construction or operational emissions that would exceed the district's thresholds for significance. To substantiate this assumption, the proposed project's emissions were modeled using the default construction and operational assumptions in CalEEMod (version 2016.3.1). The modeled emissions for the project do not exceed the construction and operational thresholds of significance (Table 2).

Table 2: CalEEMod Results

Pollutant	Project Emissions (lbs/day)	Significance Threshold (lbs/day)	Exceeds Threshold?
Construction Emissions			
ROG	5.28	82	No
NO _x	10.08	82	No
PM ₁₀	1.37	82	No
Operational Emissions			
ROG	1.40	55	No
NO _x	5.84	55	No
PM ₁₀	0.04	82	No

The proposed project would not exceed the applicable thresholds of significance for air pollutant emissions during construction or operation. The project would not conflict with or obstruct implementation of the *Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan* (which is the SIP) or contribute substantially to the PCAPCD's nonattainment status for ozone. In addition, because the proposed project would not produce substantial emissions of criteria air pollutants, CO, or TACs, adjacent residents would not be exposed to significant levels of pollutant concentrations during construction or operation. Impacts are less than significant.

c) As described in section a–b, the project will not contribute significant project-level criteria air pollutant emissions. Consistent with the analysis methodology outlined in the Significance Thresholds and Regulatory Setting section, cumulative impacts are less than significant.

d) As described in section a–b, the project will not result in any new significant impacts related to criteria pollutants. With regard to TAC, there are hundreds of constituents which are considered toxic, but they are typically generated by stationary sources like gas stations, facilities using solvents, and heavy industrial operations. The proposed project is not a TAC-generating use, nor is it within the specified buffer area of a TAC-generating use, as established in the *Air Quality and Land Use Handbook – A Community Health Perspective*.

e) Diesel fumes from construction equipment and delivery trucks are often found to be objectionable; however, construction is temporary and diesel emissions are minimal and regulated. Typical urban projects such as retail businesses generally do not result in substantial objectionable odors when operated in compliance with City Ordinances (e.g. proper trash disposal and storage). The Project is a typical urban development that lacks any characteristics that would cause the generation of substantial unpleasant odors. Thus, construction and operation of the proposed project would not result in the creation of objectionable odors affecting a substantial number of people. A review of the project surroundings indicates that there are no substantial odor-generating uses near the project site. The project location meets the recommended screening distances from odor-generators provided by the PCAPCD.

IV. Biological Resources

The majority of the project site is undeveloped except for landscaping adjacent to Roseville Parkway and Creekside Ridge Drive, an access road through the center of the site, and parking for the adjacent business

complex along the northernmost parcel's northeastern property line. These improvements were constructed as a condition of previous development projects. The southernmost parcel has not been developed, but is heavily disturbed from being used as a staging area for the adjacent development.

Vegetation on the site consists of native and non-native grasses. Excluding the landscaped area, there are no trees on the site; however, there are protected oak trees immediately adjacent to, and overhanging the site within the adjacent open space corridor. There are no existing wetland features on the site. The project site is the last undeveloped site within the Creekside Center. The surrounding uses include retail, office, and open space.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts to biological resources is defined by the use of expert judgment supported by facts, and relies on the policies, codes, and regulations adopted by the City and by regulatory agencies which relate to biological resources (as cited and described in the Discussion of Checklist Answers section). Thresholds for assessing the significance of environmental impacts are based on the CEQA Guidelines checklist items a–f, above. Consistent with CEQA Guidelines Section 15065, a project may have a significant effect on the environment if:

The project has the potential to substantially degrade the quality of the environment; substantially reduce the habitat of a fish or wildlife species; cause a fish or wildlife population to drop below self-sustaining levels; threaten to eliminate a plant or animal community; [or] substantially reduce the number or restrict the range of an endangered, rare or threatened species . . .

Various agencies regulate impacts to the habitats and animals addressed by the CEQA Guidelines checklist. These include the United States Fish and Wildlife Service, National Oceanic and Atmospheric Administration–Fisheries, United States Army Corps of Engineers, Central Valley Regional Water Quality Control Board, and California Department of Fish and Wildlife. The primary regulations affecting biological resources are described in the sections below.

Checklist item a addresses impacts to special status species. A “special status” species is one which has been identified as having relative scarcity and/or declining populations. Special status species include those formally listed as threatened or endangered, those proposed for formal listing, candidates for federal listing, and those classified as species of special concern. Also included are those species considered to be “fully protected” by the California Department of Fish and Wildlife (California Fish and Wildlife), those granted “special animal” status for tracking and monitoring purposes, and those plant species considered to be rare, threatened, or endangered in California by the California Native Plant Society (CNPS). The primary regulatory protections for special status

species are within the Federal Endangered Species Act, California Endangered Species Act, California Fish and Game Code, and the Federal Migratory Bird Treaty Act.

Checklist item b addresses all “sensitive natural communities” that may be affected by local, state, or federal regulations/policies while checklist item c focuses specifically on one type of such a community: federally-protected wetlands. Focusing first on wetlands, there are two questions to be posed in examining wet habitats: the first is whether the wetted area meets the technical definition of a wetland, making it subject to checklist item b, and the second is whether the wetland is subject to federal jurisdiction, making it subject to checklist item c. The 1987 Army Corps Wetlands Delineation Manual is used to determine whether an area meets the technical criteria for a wetland. A delineation verification by the Army Corps verifies the size and condition of the wetlands and other waters in question, and determines the extent of government jurisdiction as it relates to Section 404 of the Federal Clean Water Act and Section 401 of the State Clean Water Act.

The Clean Water Act protects all “navigable waters”, which are defined as traditional navigable waters that are or were used for commerce, or may be used for interstate commerce; tributaries of covered waters; and wetlands adjacent to covered waters, including tributaries. Non-navigable waters are called isolated wetlands, and are not subject to either the Federal or State Clean Water Act. Thus, isolated wetlands are not subject to federal wetland protection regulations. However, in addition to the Clean Water Act, the State also has jurisdiction over impacts to surface waters through the Porter-Cologne Water Quality Control Act (Porter-Cologne), which does not require that waters be “navigable”. For this reason, isolated wetlands are regulated by the State of California pursuant to Porter-Cologne. The City of Roseville General Plan also provides protection for wetlands, including isolated wetlands, pursuant to the General Plan Open Space and Conservation Element. Federal, State and City regulations/policies all seek to achieve no net loss of wetland acreage, values, or function.

Aside from wetlands, checklist item b also addresses other “sensitive natural communities,” which includes any habitats protected by local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. The City of Roseville General Plan Open Space and Conservation Element includes policies for the protection of riparian areas (streamside habitat) and floodplain areas; these are Vegetation and Wildlife section Policies 2 and 3. Policy 4 also directs preservation of additional area around stream corridors and floodplain if there is sensitive woodland, grassland, or other habitat which could be made part of a contiguous open space area. Other than wetlands, which were already discussed, US Fish and Wildlife and California Department of Fish and Wildlife habitat protections generally result from species protections, and are thus addressed via checklist item a.

For checklist item d, there are no regulations specific to the protection of migratory corridors. This item is addressed by an analysis of the habitats present in the vicinity and analyzing the probable effects on access to those habitats which will result from a project.

The City of Roseville Tree Preservation ordinance (RMC Ch.19.66) requires protection of native oak trees, and compensation for oak tree removal. The Findings of the Implementing Procedures indicate that compliance with the City of Roseville Tree Preservation ordinance (RMC Ch.19.66) will prevent significant impacts related to loss of native oak trees, referenced by item e, above.

Regarding checklist item f, there are no adopted Habitat Conservation Plans within the City of Roseville.

Discussion of Checklist Answers:

a) The project site is located within the Roseville, CA United States Geological society (USGS) 7.5 minute quadrangle. There are nine special status plant species and 22 special status wildlife species known to occur within the quadrangle. All of the identified special status species are associated with habitat types that are not present on the site. Although the site lacks habitat, there are trees adjacent to the site that provide suitable habitat for nesting raptors. Impacts to special status plant and animal species were evaluated in the NCRSP EIR and mitigation measures for potential impacts to nesting raptors were incorporated into the plan (NCRSP

Chapter 8, MIT# 3.04-06 and 3.04-34). Consistent with the required measures in the NCRSP, a spring raptor nest survey will be required prior to commencement of construction activity. As this is a requirement of the specific plan, no mitigation is required. Compliance with these measures will ensure that impacts to special status species remain less than significant.

b) No riparian habitat or other sensitive communities are located on the subject property. The property is adjacent to an open space corridor, which contains oak woodland habitat adjacent to Antelope Creek; however, upslope from the creek, and nearer to the project site, the oak trees become less dense and lack oak woodland characteristics. No impacts to riparian habitat or sensitive communities will occur.

c) Wetland habitats within the NCRSP area, including the subject property, were delineated as part of the EIR prepared for that plan. NCRSP wetland preservation measures (Chapter 6.1.1, as amended) were adopted as mitigation for impacts to wetlands in the NCRSP area, and state and federal permits have been issued for impacts to wetlands, including vernal pools, consistent with these policies. Development of the subject property is consistent with the permitting, mitigation requirements, and policies of the NCRSP. Furthermore, there are no indications of wetland features on the subject property. Impacts are less than significant.

d) The City includes an interconnected network of open space corridors and preserves located throughout the City to ensure that the movement of wildlife is not substantially impeded as the City develops. The development of the project site will not negatively impact these existing and planned open space corridors, nor is the project site located in an area that has been designated by the City, United States Fish and Wildlife, or California Department of Fish and Wildlife as vital or important for the movement of wildlife or the use of native wildlife nursery sites. No impact will occur.

e) Impacts to the native oak trees were evaluated in the NCRSP EIR and a mitigation measures was incorporated into the plan (NCRSP MIT# 03.04-04) that requires consistency with the City's Tree Preservation Ordinance.

An Arborist Report and Tree Inventory was prepared for the project by Abacus Consulting Arborists, June 11, 2018 (Attachment 1). The report documented 11 offsite protected oak trees adjacent to the project's southeastern property boundary. The identified trees include two interior live oak trees (*Quercus wislizenii*) and nine blue oak trees (*Quercus douglasii*). Four of the trees identified in the report are well outside the project's area of impact, while two have root zones that are immediately adjacent to the project site. No impact is anticipated to these six trees. The remaining five trees identified in the arborist report (4453, 4454, 4456, 4457, and 4459), will be impacted by trenching for installation of the retaining system along the project boundary. The impact to these trees is detailed in Table 3, and illustrated in Figure 2 below.

Figure 2: Protected Tree Locations

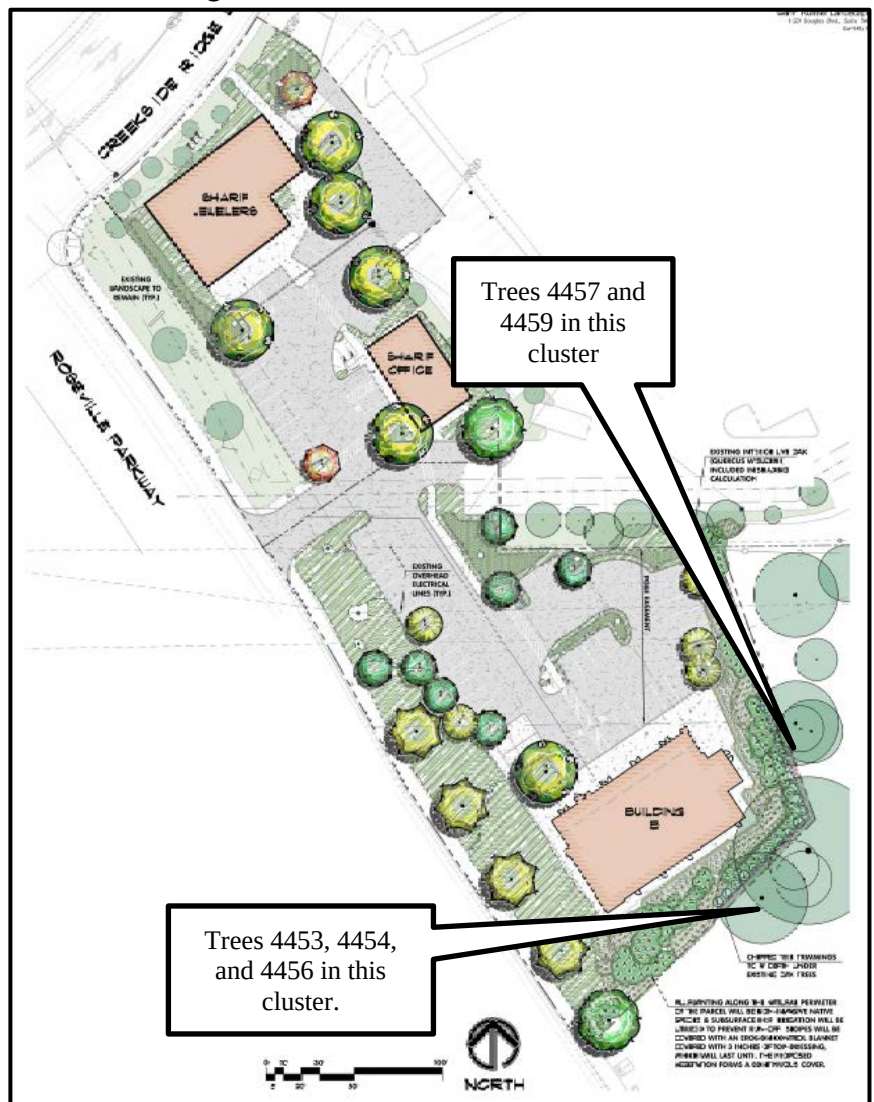


Table 3: Trees Impacted by Project Development

Tree Number	Common Name	DBH*	Canopy Radius	Impact
4453	blue oak	26 @ 3 feet	25 feet	Moderate to Severe: 35% encroachment into protected root zone.
4454	blue oak	16	23 feet	Moderate: 25% encroachment into protected root zone.
4456	live oak	40 @ 1 foot	30 feet	Moderate: 26% encroachment into protected root zone.
4457	blue oak	18	20 feet	Moderate: 18% encroachment into protected root zone.
4459	blue oak	21 @ 3 feet	23 feet	Severe: 43 % encroachment into protected root zone.
*Note: DBH is measured at the standard 4' 5" unless otherwise noted above. Some trees were measured at a location other than the standard due to defects in trunk morphology.				

In order to evaluate the project's impacts on these trees, the arborist reviewed the site plans and estimated the amount of root zone encroachment that is expected to occur. The anticipated percent of encroachment on each tree is detailed in Table 3 along with a statement as to the level of impact. Given that the exact location of the cut and fill required for construction of the retaining system along the project's southeastern property line is not known at this time, it is acknowledged that a tree could be impacted beyond what the applicant currently anticipates. Furthermore, given the amount of encroachment anticipated to trees 4453 and 4459 their survival may be limited and ultimately removal may be necessary.

Consistent with the NCRSP mitigation requirement, the applicant is requesting a Tree Permit, as required by the Tree Preservation Ordinance, to allow encroachment into the protected zone of these trees and to allow unanticipated removal with restrictions. If approved, the Tree Permit would contain measures to compensate for oak tree encroachment and removal. Any deviation from the approved permit would require a Tree Permit Modification, which would require approval by the City. Consistency with the requirements of the Tree Permit will ensure that impacts are less than significant.

f) There are no Habitat Conservation Plans, Natural Community Conservation Plans, or other approved local, regional, or state habitat conservation plans that apply to the project site. No Impact will occur.

V. Cultural Resources

As described within the Open Space and Conservation Element of the City of Roseville General Plan, the Roseville region was within the territory of the Nisenan (also Southern Maidu or Valley Maidu). Two large permanent Nisenan habitation sites have been identified and protected within the City's open space (in Maidu Park). Numerous smaller cultural resources, such as midden deposits and bedrock mortars, have also been recorded in the City. The gold rush, which began in 1848, marked another settlement period. And, evidence of Roseville's ranching and mining past are still found today. Historic features include rock walls, ditches, low terraces, and other remnants of settlement and activity. A majority of documented sites within the City are located in areas designated for open space uses.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of an historic resource as defined in Section 15064.5?			X	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?			X	
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	
d) Disturb any human remains, including those interred outside of dedicated cemeteries?			X	

Thresholds of Significance and Regulatory Setting:

The significance of impacts to cultural resources is based directly on the CEQA Guidelines checklist items a–e listed above. The Archaeological, Historic, and Cultural Resources section of the City of Roseville General Plan also directs the proper evaluation of and, when feasible, protection of significant resources (Policies 1 and 2). There are also various federal and State regulations regarding the treatment and protection of cultural resources, including the National Historic Preservation Act and the Antiquities Act (which regulate items of significance in history), Section 7050.5 of the California Health and Safety Code, Section 5097.9 of the California Public Resources Code (which regulates the treatment of human remains) and Section 21073 et seq. of the California Public Resources Code (regarding Tribal Cultural Resources). The CEQA Guidelines also contains specific sections, other than the checklist items, related to the treatment of effects on historic resources.

Pursuant to the CEQA Guidelines, if it can be demonstrated that a project will cause damage to a unique archaeological resource, the lead agency may require reasonable efforts to be made to permit any or all of these resources to be preserved in place or left in an undisturbed state. To the extent that they cannot be left undisturbed, mitigation measures are required (Section 21083.2 (a), (b), and (c)). A *historical resource* is a resource listed, or determined to be eligible for listing, in the California Register of Historical Resources (CRHR) (Section 21084.1); a resource included in a local register of historical resources (Section 15064.5(a)(2)); or any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant (Section 15064.5 (a)(3)). Public Resources Code Section 5024.1 requires evaluation of historical resources to determine their eligibility for listing on the CRHR.

Discussion of Checklist Answers:

a–d) A Cultural Resources Assessment was prepared for the project by Cogstone Paleontology – Archaeology – History (July 2018). The report documented the findings of the pedestrian survey, record search, and sacred lands search that was done for the site. The report states that no extant historic, archaeological, paleontological, nor human remains were identified on the site; however, standard mitigation measures were recommended to

ensure cultural resources are not impacted should they be uncovered during ground disturbing activities. The site was also evaluated as part of the NCRSP EIR. As mitigation for the NCRSP, Policy 6.6.1.4 (MIT# 3.11.03) was incorporated in to the plan to require that work cease immediately and that the appropriate agencies be contacted before work can resume should any resources be found on site. The project will not result in any new impacts beyond those already discussed and disclosed in the NCRSP EIR. Compliance with policies intended to protect cultural resources will ensure that project-specific impacts are less than significant.

VI. Geology and Soils

As described in the Safety Element of the City of Roseville General Plan, there are three inactive faults (Volcano Hill, Linda Creek, and an unnamed fault) in the vicinity of the project site, but there are no known active seismic faults within Placer County. The last seismic event recorded in the South Placer area occurred in 1908, and is estimated to have been at least a 4.0 on the Richter scale. Due to the geographic location and soil characteristics within the City, the General Plan indicates that soil liquefaction, landslides, and subsidence are not a significant risk in the area.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:			X	
i) Ruptures of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
c) Be located in a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?			X	

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to geology and soils is based directly on the CEQA Guidelines checklist items a–e listed above. Regulations applicable to this topic include the Alquist-Priolo Act, which addresses earthquake safety in building permits, and the Seismic Hazards Mapping Act, which requires the state to gather and publish data on the location and risk of seismic faults.

The Findings of the Implementing Procedures indicate that compliance with the Flood Damage Prevention Ordinance (RMC Ch.9.80) and Design/Construction Standards (Resolution 07-107) will prevent significant impacts related to checklist item b. The Ordinance and standards include permit requirements for construction and development in erosion-prone areas and ensure that grading activities will not result in significant soil erosion or loss of topsoil. The use of septic tanks or alternative waste systems is not permitted in the City of Roseville, and therefore no analysis of criterion e is necessary.

Discussion of Checklist Answers:

a) The project will not expose people or structures to potential substantial adverse effects involving seismic shaking, ground failure or landslides.

i–iii) According to United States Geological Service mapping and literature, active faults are largely considered to be those which have had movement within the last 10,000 years (within the Holocene or Historic time periods)¹ and there are no major active faults in Placer County. The California Geological Survey has prepared a map of the state which shows the earthquake shaking potential of areas throughout California based primarily on an area's distance from known active faults. The map shows that the City lies in a relatively low-intensity ground-shaking zone. Commercial, institutional, and residential buildings as well as all related infrastructure are required, in conformance with Chapter 16, *Structural Design Requirements*, Division IV, *Earthquake Design* of the California Building Code, to lessen the exposure to potentially damaging vibrations

¹ United States Geological Survey, <http://earthquake.usgs.gov/learn/glossary/?term=active%20fault>, Accessed January 2016

through seismic-resistant design. In compliance with the Code, all structures in the Project area would be well-built to withstand ground shaking from possible earthquakes in the region; impacts are less than significant.

iv) Landslides typically occur where soils on steep slopes become saturated or where natural or manmade conditions have taken away supporting structures and vegetation. The existing and proposed slopes of the project site are not steep enough to present a hazard during development or upon completion of the project. In addition, measures would be incorporated during construction to shore minor slopes and prevent potential earth movement. Therefore, impacts associated with landslides are less than significant.

b) Grading activities will result in the disruption, displacement, compaction and over-covering of soils associated with site preparation (grading and trenching for utilities). Grading activities for the project will be limited to the project site. Grading activities require a grading permit from the Engineering Division. The grading permit is reviewed for compliance with the City's Improvement Standards, including the provision of proper drainage, appropriate dust control, and erosion control measures. Grading and erosion control measures will be incorporated into the required grading plans and improvement plans. Therefore, the impacts associated with disruption, displacement, and compaction of soils associated with the project are less than significant.

c, d) A review of the Natural Resources Conservation Service Soil Survey for Placer County, accessed via the Web Soil Survey (<http://websoilsurvey.nrcs.usda.gov/app/>), indicates that the soil on the site is Exchequer very stony loam which is not listed as geologically unstable or sensitive.

VII. Greenhouse Gases

Greenhouse gases trap heat in the earth's atmosphere. The principal greenhouse gases (GHGs) that enter the atmosphere because of human activities are carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), and fluorinated gases. As explained by the United States Environmental Protection Agency², global average temperature has increased by more than 1.5 degrees Fahrenheit since the late 1800s, and most of the warming of the past half century has been caused by human emissions. The City has taken proactive steps to reduce greenhouse gas emissions, which include the introduction of General Plan policies to reduce emissions, changes to City operations, and climate action initiatives.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

Thresholds of Significance and Regulatory Setting:

In Assembly Bill 32 (the California Global Warming Solutions Act), signed by Governor Schwarzenegger of California in September 2006, the legislature found that climate change resulting from global warming was a threat to California, and directed that "the State Air Resources Board design emissions reduction measures to

² <http://www3.epa.gov/climatechange/science/overview.html>, Accessed January 2016

meet the statewide emissions limits for greenhouse gases . . .”. The target established in AB 32 was to reduce emissions to 1990 levels by the year 2020. CARB subsequently prepared the *Climate Change Scoping Plan* (Scoping Plan) for California, which was approved in 2008. The Scoping Plan provides the outline for actions to reduce California’s GHG emissions. CARB’s updated August 2011 Scoping Plan calculated a reduction needed of 21.7% from future “Business As Usual” (BAU) conditions in the year 2020. The current Scoping Plan (adopted May 2014) indicates that statewide emissions of GHG in 1990 amounted to 431 million metric tons, and that the 2020 “Business As Usual” (BAU) scenario is estimated as 509³ million metric tons, which would require a reduction of 15.3% from 2020 BAU. In addition to this, Senate Bill 32 was signed by the Governor on September 8, 2016, to establish a reduction target of 40 percent below 1990 levels by 2030. The Air Resources Board is currently updating the Scoping Plan to reflect this target.

The Placer County Air Pollution Control District (PCAPCD) recommends that thresholds of significance for GHG be related to AB 32 reduction goals, and has adopted thresholds of significance which take into account the 2030 reduction target. The thresholds include a de minimis and a bright-line maximum threshold. Any project emitting less than 1,100 metric tons of carbon dioxide equivalents per year (MT CO₂e/yr) during construction or operation results in less than significant impacts. The PCAPCD considers any project with emissions greater than the bright-line cap of 10,000 MT CO₂e/yr to have significant impacts. For projects exceeding the de minimum threshold but below the bright-line threshold, comparison to the appropriate efficiency threshold is recommended. The significance thresholds are shown in Table 4 below.

Table 4: GHG Significance Thresholds

Bright-line Threshold 10,000 MT CO₂e/yr			
Residential Efficiency (MT CO₂e/capita¹)		Non-Residential Efficiency (MT CO₂e/ksf²)	
Urban	Rural	Urban	Rural
4.5	5.5	26.5	27.3
De Minimis Threshold 1,100 MT CO₂e/yr			
1. Per Capita = per person			
2. Per ksf = per 1,000 square feet of building			

Discussion of Checklist Answers:

a–b) CalEEMod (version 2016.3.1) was used to model the project’s construction related and operations related GHG emissions (CO₂e) (Attachment 2). Construction related GHG emissions occur at one point in time and are, therefore, not typically expected to significantly contribute to climate change. Climate change is a cumulative effect that occurs over time, and emissions increase on a year-to-year basis due to increases in developed area and other factors. However, the proposed project’s construction related GHG has been estimated and compared to the PCAPCD thresholds. The project’s maximum construction related emissions is 119.48 MT CO₂e in the most active construction year. The project will result in a total of 194.81 MT CO₂e of construction related emissions over a two year period. The project’s construction related emissions are below the de minimis threshold of 1,100 MT CO₂e.

The results of the CalEEMod model run for the project’s operational emission are shown in Table 5, below. As shown, the project’s total operational emissions are below the 1,100 MT CO₂e threshold. The project will not exceed the PCAPCD thresholds for construction related or operation related GHG emissions; thus, project-generated GHG emissions would not conflict with, and are consistent with, the State goals listed in AB32 and policies and regulation adopted by the California Air Resources Board pursuant to AB32. Impacts are less than significant.

³ Includes Pavely and Renewables Portfolio Standard reduction

Table 5: Operational GHG Emissions

Emission Source	Annual GHG (MT CO ₂ e)
Area	0.00024
Energy Usage	60.30
Mobile	402.60
Solid Waste	6.48
Water	4.63
Total	474.03

VIII. Hazards and Hazardous Materials

There are no listed hazardous sites within the project vicinity and the proposed use does not involve the use of hazardous materials, beyond those that are typically found with commercial uses, as discussed below. Asbestos and lead, which can be present in older buildings, are not onsite as there are no buildings on the site.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to hazardous materials is based directly on the CEQA Guidelines checklist items a–h listed above. A material is defined as hazardous if it appears on a list of hazardous materials prepared by a federal, state or local regulatory agency, or if it has characteristics defined as hazardous by such an agency. The determination of significance based on the above criteria depends on the probable frequency and severity of consequences to people who might be exposed to the health hazard, and the degree to which Project design or existing regulations would reduce the frequency of or severity of exposure. As an example, products commonly used for household cleaning are classified as hazardous when transported in large quantities, but one would not conclude that the presence of small quantities of household cleaners at a home would pose a risk to a school located within ¼-mile.

Many federal and State agencies regulate hazards and hazardous substances, including the United States Environmental Protection Agency (US EPA), California Department of Toxic Substances Control (DTSC), Central Valley Regional Water Quality Control Board (Regional Water Board), and the California Occupational Safety and Health Administration (CalOSHA). The state has been granted primacy (primary responsibility for oversight) by the US EPA to administer and enforce hazardous waste management programs. State regulations also have detailed planning and management requirements to ensure that hazardous materials are handled, stored, and disposed of properly to reduce human health risks. California regulations pertaining to hazardous waste management are published in the California Code of Regulations (see 8 CCR, 22 CCR, and 23 CCR).

The project is not within an airport land use plan, within two miles of a public or public use airport and there are also no private airstrips in the vicinity of the project areas. Therefore, no further discussion is provided for items e and f.

Discussion of Checklist Answers:

a, b) Standard construction activities would require the use of hazardous materials such as fuels, oils, lubricants, glues, paints and paint thinners, soaps, bleach, and solvents. These are common household and commercial materials routinely used by both businesses and average members of the public. The materials only pose a hazard if they are improperly used, stored, or transported either through upset conditions (e.g. a vehicle accident) or mishandling. In addition to construction use, the operational project would result in the use of common hazardous materials as well, including bleach, solvents, and herbicides. Regulations pertaining to the transport of materials are codified in 49 Code of Federal Regulations 171–180, and transport regulations are enforced and monitored by the California Department of Transportation and by the California Highway Patrol. Specifications for storage on a construction site are contained in various regulations and codes, including the California Code of Regulations, the Uniform Fire Code, and the California Health and Safety Code. These same codes require that all hazardous materials be used and stored in the manner specified on the material packaging. Existing regulations and programs are sufficient to ensure that potential impacts as a result of the use or storage of hazardous materials are reduced to less than significant levels.

c) See response to Items (a) and (b) above. While development of the site will result in the use, handling, and transport of materials deemed to be hazardous, the materials in question are commonly used in both residential and commercial applications, and include materials such as bleach and herbicides. The project will not result in the use of any acutely hazardous materials, substances, or waste.

d) The project is not located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5⁴; therefore, no impact will occur.

g) This project is located within an area currently receiving City emergency services and development of the site has been anticipated and incorporated into emergency response plans and will not impact the City's Emergency Response or Management Plans. Furthermore, the project will be required to comply with all local, State and federal requirements for the handling of hazardous materials, which will ensure that impacts are less than significant. These will require the following programs:

- A Risk Management and Prevention Program (RMPP) is required of uses that handle toxic and/or hazardous materials in quantities regulated by the California Health and Safety Code and/or the City.
- Businesses that handle toxic or hazardous materials are required to complete a Hazardous Materials Management Program (HMMP) pursuant to local, State, or federal requirements.

h) The California Department of Forestry and Fire Protection (CAL FIRE) is the state agency responsible for wildland fire protection and management. As part of that task, CAL FIRE maintains maps designating Wildland Fire Hazard Severity zones. The City is not located within a Very High Fire Hazard Severity Zone, and is not in a CAL FIRE responsibility area; fire suppression is entirely within local responsibility. The project site is in an urban area, and therefore would not expose people to any risk from wildland fire. There would be no impact with regard to this criterion.

IX. Hydrology and Water Quality

As described in the Open Space and Conservation Element of the City of Roseville General Plan, the City is located within the Pleasant Grove Creek Basin and the Dry Creek Basin. Pleasant Grove Creek and its

⁴ <http://www.calepa.ca.gov/SiteCleanup/CorteseList/SectionA.htm>

tributaries drain most of the western and central areas of the City and Dry Creek and its tributaries drain the remainder of the City. Most major stream areas in the City are located within designated open space.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on or off-site?			X	
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site?			X	
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted water?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
f) Otherwise substantially degrade water quality?			X	
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j) Inundation by seiches, tsunami, or mudflow?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to hydrology and water quality is based directly on the CEQA Guidelines checklist items a–j listed above. For checklist item a, the Findings of the Implementing Procedures indicate that compliance with the City of Roseville Design/Construction Standards (Resolution 07-107), Urban Stormwater Quality Management and Discharge Control Ordinance (RMC Ch. 14.20), and Stormwater Quality Design Manual (Resolution 16-152) will prevent significant impacts. The standards require preparation of an erosion and sediment control plan for construction activities and includes designs to control pollutants within post-construction urban water runoff. Likewise, it is indicated that the Drainage Fees for the Dry Creek and Pleasant Grove Watersheds (RMC Ch.4.48) and City of Roseville Design/Construction Standards (Resolution 07-107) will prevent significant impacts related to item e. The ordinance and standards require the collection of drainage fees to fund improvements that mitigate potential flooding impacts, and require the design of a water drainage system that will adequately convey anticipated stormwater flows. Finally, it is indicated that compliance with the Flood Damage Prevention Ordinance (RMC Ch. 9.80) will prevent significant impacts related to items g, h, and i. The Ordinance includes standard requirements for all new construction, including regulation of development with the potential to impede or redirect flood flows, and prohibits development within flood hazard areas. Impacts from tsunamis and seiches were screened out of the analysis (item j) given the fact that the project is not located near a water body or other feature that would pose a risk of such an event.

Discussion of Checklist Answers:

a,c,d, f) The project will involve the disturbance of on-site soils and the construction of impervious surfaces, such as asphalt paving and buildings. Disturbing the soil can allow sediment to be mobilized by rain or wind, and cause displacement into waterways. To address this and other issues, the developer is required to receive approval of a grading permit and/or improvement plants prior to the start of construction. The permit or plans are required to incorporate mitigation measures for dust and erosion control. In addition, the City has a National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit issued by the Central Valley

Regional Water Quality Control Board which requires the City to reduce pollutants in stormwater to the maximum extent practicable. The City does this, in part, by means of the City's 2016 Design/Construction Standards, which require preparation and implementation of a Stormwater Pollution Prevention Plan. All permanent stormwater quality control measures must be designed to comply with the City's Manual for Stormwater Quality Control Standards for New Development, the City's 2016 Design/Construction Standards, Urban Stormwater Quality Management and Discharge Control Ordinance, and Stormwater Quality Design Manual. For these reasons, impacts related to water quality are less than significant.

b) The project does not involve the installation of groundwater wells. The City maintains wells to supplement surface water supplies during multiple dry years. The effect of groundwater extraction on the aquifer was addressed in the Water Supply Assessment (WSA) prepared for the Amoruso Ranch Specific Plan EIR, which included a citywide water analysis. Although the project includes a change to the land use designation for one of the parcels, the proposed square footage does not exceed the overall square footage evaluated for the Creekside Center; therefore, the project is consistent with the citywide WSA. Project impacts related to groundwater extraction are less than significant.

g, h) According to the City's floodplain data, the project is not located within the City's Regulatory Floodplain. As a result, implementation of the proposed project would not place housing or any structures within an area at risk of flood flows. There would be no impact with regard to these criteria.

i) Folsom Dam, which is located approximately 10 miles southeast of the project site, is the closet dam to the project site. While portions of the City could be subject to flooding in the event of failure or damage of Folsom Dam, the project site is not located in an area that would be subject to inundation due to dam failure. Therefore, there would be no impact anticipated.

j) Because the proposed project is not within a floodplain there is no risk of debris flow or mudflow. There would be no impact with regard to this criterion.

X. Land Use and Planning

The project site has a General Plan Land Use designation of OS (Open Space) and RC (Regional Commercial) and is zoned M2 (General Industrial) and RC/SA-NC (Regional Commercial – Special Area/North Central Roseville Specific Plan). The site is surrounded by retail and office uses to the north of the project site and industrial and open space uses to the south of the site.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Physically divide an established community?				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to land use is based directly on the CEQA Guidelines checklist items a–c listed above. Consistency with applicable City General Plan policies, Improvement Standards, and design standards is already required and part of the City's processing of permits and plans, so these requirements do not appear as mitigation measures.

Discussion of Checklist Answers:

a) The project area has been master planned for development, including adequate roads, pedestrian paths, and bicycle paths to provide connections within the community. The project will not physically divide an established community.

b) The project includes an amendment to the General Plan to change the land use of one of the parcels from open space to allow retail use. One of the stated goals of the City's General Plan is to establish a connected open space corridor. Although the project will redesignate a site designated for open space use, the resulting development will not negatively affect the function of the adjacent open space corridor. Furthermore, the subject parcel is located on a ridge adjacent to a slope and is functionally separate from the open space corridor. The project is consistent with the environmental policies of the City's General Plan, the NCRSP, and the City's Zoning Ordinance. Impacts are less than significant.

c) There are no Habitat Conservation Plans or Natural Community Conservation Plans covering the project site; therefore, no impact would occur.

XI. Mineral Resources

The Surface Mining and Reclamation Act (SMARA) of 1975 requires the State Geologist to classify land into Mineral Resource Zones (MRZ's) based on the known or inferred mineral resource potential of that land. The California Division of Mines and Geology (CDMG) was historically responsible for the classification and designation of areas containing—or potentially containing—significant mineral resources, though that responsibility now lies with the California Geological Survey (CGS). CDMG published Open File Report 95-10, which provides the mineral classification map for Placer County. A detailed evaluation of mineral resources has not been conducted within the City limits, but MRZ's have been identified. There are four broad MRZ categories (MRZ-1 through MRZ-4), and only MRZ-2 represents an area of known significant mineral resources. The City of Roseville General Plan EIR included Exhibit 4.1-3, depicting the location of MRZ's in the City limits. There is only one small MRZ-2 designation area, located at the far eastern edge of the City.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to mineral resources is based directly on the CEQA Guidelines checklist items a and b listed above.

Discussion of Checklist Answers:

a–b) The project site is not in the area of the City known to include any mineral resources that would be of local, regional, or statewide importance; therefore, the project has no impacts on mineral resources.

XII. Noise

The project site is located adjacent to Roseville Parkway and is approximately 1,200 feet west of Highway 80. Both of these roadways are identified as transportation noise sources in the City's General Plan Noise Element. In the existing condition, the 60 dB L_{dn} contour line for both of these roadways covers portions of the project site and in the cumulative (2035) condition, the entire site is within the 60 dB L_{dn} contour line (City of Roseville 2015, Figure IX-1 and Figure IX-2). Other uses with the vicinity of the site include retail and office, which generate low outdoor noise.

Would the project result in:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Exposer of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive ground borne vibration of ground borne noise levels?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X

Thresholds of Significance and Regulatory Setting:

Standards for transportation noise and non-transportation noise affecting existing or proposed land uses are established within the City of Roseville General Plan Noise Element Table IX-1 and IX-3, and these standards are used as the thresholds to determine the significance of impacts related to items a and c. The significance of other noise impacts is based directly on the CEQA Guidelines checklist items b, and d–f listed above. The Findings of the Implementing Procedures indicate that compliance with the City Noise Regulation (RMC Ch. 9.24) will prevent significant non-transportation noise as it relates to items a, b, and c. The Ordinance establishes noise exposure standards that protect noise-sensitive receptors from a variety of noise sources, including non-transportation/fixed noise, amplified sound, industrial noise, and events on public property. The project is not within an airport land use plan, within two miles of a public or public use airport and there are also no private airstrips in the vicinity of the project area. Therefore, items e and f have been ruled out from further analysis.

Discussion of Checklist Answers:

a,b) The project site is within the 60 L_{dn} noise contour in the cumulative condition. The retail uses on the site are not subject to the maximum noise exposure limits because the General Plan considers those uses less sensitive to noise exposure; however, Table IX-1 identifies 65 L_{dn} as the maximum outdoor exposure level and 45 L_{dn} as the maximum indoor exposure level for office buildings. As presented in the General Plan, the maximum noise level on the site is 60 L_{dn} , which is below the applicable outdoor standard. Furthermore, the proposed office building does not include an outdoor activity area that would be subject to this requirement. Typical construction practices result in an exterior-to-interior noise reduction of approximately 25 dB. With an exterior noise environment of 60 dB, the interior noise level would be 35 dB. Interior and exterior noise levels are below the General Plan standards; therefore, impacts are less than significant.

c,d) Surrounding uses may experience short-term increases in groundborne vibration, groundborne noise, and airborne noise levels during construction. However, these increases would only occur for a short period of time. When conducted during daytime hours, construction activities are exempt from Noise Ordinance standards, but the standards do apply to construction occurring during nighttime hours. While the noise generated may be a minor nuisance, the City Noise Regulation standards are designed to ensure that impacts are not unduly intrusive. Compliance with standards will ensure that this impact is less than significant.

XIII. Population and Housing

The project site is located within the NCRSP and has land use designations of RC and OS. The City of Roseville General Plan Table II-4 identifies the total number of residential units and population anticipated as a result of buildout of the City, and the Specific Plan likewise includes unit allocations and population projections for the Plan Area. Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, though extension of roads or other infrastructure)?			X	
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to population and housing is based directly on the CEQA Guidelines checklist items a–c listed above.

Discussion of Checklist Answers:

a) The CEQA Guidelines identify several ways in which a project could have growth-inducing impacts (Public Resources Code Section 15126.2), either directly or indirectly. Growth-inducement may be the result of fostering economic growth, fostering population growth, providing new housing, or removing barriers to growth. Growth inducement may be detrimental, beneficial, or of no impact or significance under CEQA. An impact is only deemed to occur when it directly or indirectly affects the ability of agencies to provide needed public services, or if it can be shown that the growth will significantly affect the environment in some other way. Although the project includes a change to the land use designation for one of the parcels, the proposed square footage does not exceed the overall square footage evaluated for the Creekside Center, as anticipated in the NCRSP. Therefore,

while the project in question will induce some level of growth, this growth was already identified and its effects disclosed and mitigated within the NCRSP EIR. Therefore, the impact of the project is less than significant.

b, c) The project site is vacant. No housing exists on the project site, and there would be no impact with respect to these criteria.

XIV. Public Services

Fire protection, police protection, park services, and library services are provided by the City. The project is located within the Roseville Joint Union High School District and the Roseville Elementary School District. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Fire protection?			X	
b) Police protection?			X	
c) Schools?			X	
d) Parks?			X	
e) Other public facilities?			X	

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to public services is based directly on the CEQA Guidelines checklist items a–e listed above. The EIR for the Specific Plan addressed the level of public services which would need to be provided in order to serve planned growth in the community. Development Agreements and other conditions have been adopted in all proposed growth areas of the City which identify the physical facilities needed to serve growth, and the funding needed to provide for the construction and operation of those facilities and services; the project is consistent with the Specific Plan. In addition, the project has been routed to the various public service agencies, both internal and external, to ensure that the project meets the agencies' design standards (where applicable) and to provide an opportunity to recommend appropriate conditions of approval.

Discussion of Checklist Answers:

a) Existing City codes and regulations require adequate water pressure in the water lines, and construction must comply with the Uniform Fire and Building Codes used by the City of Roseville. Additionally, the applicant is required to pay a fire service construction tax, which is used for purchasing capital facilities for the Fire Department. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

b) Pursuant to the Development Agreement for the project area, the developer is required to pay fees into a Community Facilities District, which provides funding for police services. Sales taxes and property taxes resulting from the development will add revenue to the General Fund, which also serves to fund police services. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

c) The applicant for this project is required to pay school impact fees at a rate determined by the local school districts. School fees will be collected prior to the issuance of building permits, consistent with City requirements. School sites have already been designated as part of the Specific Plan process. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

d) Pursuant to the Development Agreement for the project area, the developer will be required to pay fees into a Community Facilities District, which provides funding for park services. Future park and recreation sites and facilities have already been identified as part of the Specific Plan process. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

e) Pursuant to the Development Agreement for the project area, the developer will be required to pay fees into a Community Facilities District, which provides funding for the library system and other such facilities and services. In addition, the City charges fees to end-users for other services, such as garbage and greenwaste collection, in order to fund those services. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

XV. Recreation

The project site is located immediately adjacent to the uppermost slope of the Antelope Creek open space corridor.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that physical deterioration of the facility would occur or be accelerated?			X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to recreation services is based directly on the CEQA Guidelines checklist items a–b listed above.

Discussion of Checklist Answers:

a) The EIR for the NCRSP addressed the level of park services—including new construction, maintenance, and operations—which would need to be provided in order to serve planned growth in the community. Given that the project does not propose any additional development that was not assumed in the specific plan, the project would not cause any unforeseen or new impacts related to the use of existing or proposed parks and recreational facilities. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

b) Park sites and other recreational facilities were identified within the NCRSP, and the plan-level impacts of developing those facilities were addressed within the Final EIR for the Specific Plan. The project will not cause any unforeseen or new impacts related to the construction or expansion of recreational facilities.

XVI. Transportation/Traffic

The project is located within the Creekside Center on the last remaining undeveloped parcel in the center. The project has frontage on both Roseville Parkway and Creekside Ridge Drive. Both of these frontages have been constructed as part of earlier projects. Roseville Parkway is a six-lane arterial and Creekside Ridge Drive is a two-lane collector. The project is located on the southeast side of the intersection of these two roads. The project includes construction of an additional access driveway from Creekside Ridge Drive into the center. This access driveway will provide a more direct route to the new retail and office uses. The project will complete the planned development within that center as well as add an additional parcel and additional office use that was not assumed as part of the original development. The center will be fully built out once development of this project is completed.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
d) Substantially increase hazards due to a design feature(s) (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
e) Result in inadequate emergency access?			X	
f) Conflict with adopted policies, plans, or programs supporting public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			X	

Thresholds of Significance and Regulatory Setting:

The significance of checklist items c–f are based directly on the CEQA Guidelines checklist descriptions. For checklist items a and b, the Circulation Element of the General Plan establishes Level of Service C or better as an acceptable operating condition at all signalized intersections during a.m. and p.m. peak hours. Exceptions to this policy may be made by the City Council, but a minimum of 70% of all signalized intersections should maintain LOS C. The Findings of the Implementing Procedures indicate that compliance with the Traffic Mitigation Fee (RMC Ch. 4.44) will fund roadway projects and improvements necessary to maintain the City's Level of Service standards for projects consistent with the General Plan and related Specific Plan. An existing plus project conditions (short-term) traffic impact study may be required for projects with unique trip generation or distribution characteristics, in areas of local traffic constraints, or to study the proposed project access. A cumulative plus project conditions (long-term) study is required if a project is inconsistent with the General Plan or Specific Plan and would generate more than 50 p.m. peak-hour trips. The guidelines for traffic study preparation are found in the City of Roseville Design and Construction Standards–Section 4.

The project site is not located within an airport planning area or within any height restriction area established around an airport for the purpose of protecting navigable airspace. Consequently, impacts to changes in air traffic patterns (checklist item c) were screened out of the analysis.

Impacts with regard to items d and e are assessed based on the expert judgment of the City Engineer and City Fire Department, as based upon facts and consistency with the City's Design and Construction Standards.

Discussion of Checklist Answers:

a,b) The modeled p.m. peak hour trip generation for build out of the Creekside Center, consistent with the City's 2035 General Plan and the NCRSP, is 2,989 trips. The project would add 2,000 square feet of office space that was not assumed in the traffic modeling prepared for the General Plan or the NCRSP. A trip generation estimate was prepared by the City's Engineering Division in order to compare the project's anticipated p.m. peak hour trips to the City's modeled trips, the results are shown below in Table 6. The information in the table represents the anticipated trip generation for buildout of Transportation Analysis Zone 232 with and without implementation of the project.

**Table 6: Project Trip Generation Estimate
Traffic Analysis Zone 232**

Use	Units / Square Feet (sf)	Model Trip Rate	PM Peak Trips
2035 Build Out			
Retail	703,000 sf	2.46	1,729
Office	806,200 sf	1.44	1,161
Hotel	236 (rooms)	0.42	99
Existing			
Retail	628,600 sf	2.46	1,546
Office	806,200 sf	1.44	1,161
Hotel	200 (rooms)	0.42	84
Proposed			
Retail	10,500 sf	2.46	26
Office	2,000 sf	1.44	3
2035 Build Out			2,989
Existing Plus Project			2,820
Total			-169

The proposed project will result in 29 p.m. peak hour trips, which is less than the City's traffic study threshold of 50 trips. The cumulative p.m. peak hour traffic expected from build out of the Creekside Center, as assumed in the General Plan, is 2,989. Development of the proposed project will complete build out of the center. With the addition of the project's p.m. peak hour trips to the existing condition the resulting trip generation (2,820) is 169 trips less than the anticipated build out of the center. The project will not conflict with the transportation plans or policies within City's General Plan and the NCRSP. The additional trips that will result from the project are consistent with the trips anticipated in the General Plan. Impacts are less than significant.

d,e) The project has been reviewed by the City Engineering and City Fire Department staff, and has been found to be consistent with the City's Design Standards. Furthermore, standard conditions of approval added to all City project require compliance with Fire Codes and other design standards. Compliance with existing regulations ensure that impacts are less than significant.

f) The City of Roseville has adopted a Pedestrian Master Plan, Bicycle Master Plan, and Short-Range Transit Plan. The project was reviewed for consistency with these documents. The surrounding pedestrian, transit, and bicycle facilities have been already been constructed and the project will not decrease the performance or safety of those facilities. The project is consistent with these plans, impacts are less than significant.

XVII. Tribal Cultural Resources

As described within the Open Space and Conservation Element of the City of Roseville General Plan, the Roseville region was within the territory of the Nisenan (also Southern Maidu or Valley Maidu). Two large permanent Nisenan habitation sites have been identified and protected within the City's open space (in Maidu Park). Numerous smaller cultural resources, such as midden deposits and bedrock mortars, have also been recorded in the City. A majority of documented sites within the City are located in areas designated for open space uses.

Would the project cause a substantial adverse change in the significance of a Tribal Cultural Resource as defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically

defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?			X	
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1 the lead agency shall consider the significance of the resource to a California Native American tribe.		X		

Thresholds of Significance and Regulatory Setting:

In addition to archeological resources, tribal cultural resources are also given particular treatment. Tribal cultural resources are defined in Public Resources Code Section 21074, as either 1) a site, feature, place, geographically-defined cultural landscape, sacred place, or object with cultural value to a California Native American Tribe, that is listed or eligible for listing on the California Register or Historical Resources, or on a local register of historical resources or as 2) a resource determined by the lead agency, supported by substantial evidence, to be significant according to the historical register criteria in Public Resources Code section 5024.1(c), and considering the significance of the resource to a California Native American Tribe.

Discussion of Checklist Answers:

a) A Cultural Resources Assessment was prepared for the project by Cogstone Paleontology – Archaeology – History (July 2018). The report documented the findings of the pedestrian survey, record search, and sacred lands search that was done for the site. The report states that no extant historic, archaeological, paleontological, nor human remains were identified on the site; however, standard mitigation measures were recommended to ensure cultural resources are not impacted should they be uncovered during ground disturbing activities. The site was also evaluated as part of the NCRSP EIR. As mitigation for the NCRSP, Policy 6.6.1.4 (MIT# 3.11.03) was incorporated in to the plan to require that work cease immediately and that the appropriate agencies be contacted before work can resume should any resources be found on site. The project will not result in any new impacts beyond those already discussed and disclosed in the NCRSP EIR. Compliance with policies intended to protect cultural resources will ensure that project-specific impacts are less than significant.

b) On June 27, 2018, a Sacred Lands File (SLF) search was requested from the Native American Heritage Commission (NAHC) as part of the Cultural Resources Assessment prepared by Cogstone. On July 10, 2018, the NAHC replied that a sacred site is known to be present on the site and recommended that Cogstone contact a representative of the United Auburn Indian Community (UAIC) directly. Cogstone contacted the UAIC and the tribe recommended mitigation measures, which were forwarded to the City for their consideration as the lead agency.

On April 27, 2018, the City mailed notices of the proposed project pursuant to the requirements of SB-18 and AB-52 to tribes within the region and tribe who had requested notification under AB-52. On May 15, 2018, a request for consultation was received from a representative of the UAIC. No other responses were received. The UAIC representative stated that there were Tribal Cultural Resources within the vicinity of the project and requested a site visit. On June 13, 2018 City staff met on the site with the UAIC archeologist. Subsequent to the site visit, UAIC requested identification excavations due to the sensitivity and low visibility of the site. It is unknown at this time whether there are Tribal Cultural Resources on the site. The identification excavations are required to determine if such resources exist. Mitigation measures are recommended to require the excavations prior to ground disturbing activities related to project implementation. As described below, the results will determine how mitigation proceeds. The City will continue consultation with the UAIC throughout the mitigation process.

Mitigation Measure CR-1, below details the identification excavation requirements and measures CR-2 through CR-5 describe subsequent actions. Implementation of these measures will ensure that the project does not result in a substantial adverse change to a Tribal Cultural Resource. With these measures, impacts are less than significant.

MM-CR-1 – EXTENDED PHASE I IDENTIFICATION

Prior to issuance of improvement or grading permits, the applicant shall retain a qualified archaeologist, meeting the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation (per 36 CFR 61), to conduct extended Phase I identification (XPI) excavations (presence/absence testing) within the sensitive portion of the project area. The applicant shall submit the qualifications to the City of Roseville (City) for review. The applicant shall provide pertinent documents such as design plans and sensitivity maps to the qualified archaeologist for review. The qualified archaeologist shall prepare and submit to the City for review an XPI plan describing the methods and decision thresholds to be used. A Native American monitor from the United Auburn Indian Community (UAIC) may be present during XPI excavations. Should the qualified archaeologist determine from the XPI excavations that resources potentially eligible for the California Register of Historical Resources (CRHR) and/or tribal cultural resources, occur on the site the resources shall be avoided in compliance with MM-CR-2. If the resources cannot be avoided, then MM-CR-3 shall apply.

MM-CR-2: AVOID AND PROTECT POTENTIALLY SIGNIFICANT RESOURCES

If potentially CRHR-eligible resources or tribal cultural resources are identified during the XPI testing implemented in accordance with MM-CR-1, then the resources shall be avoided from direct project impacts by project redesign, if feasible. If the potentially CRHR-eligible cultural resources and/or tribal cultural resources cannot be avoided from direct impacts by project redesign, the applicant shall undertake additional studies to evaluate the CRHR eligibility of the resource. Evaluations will be based on surface remains, subsurface testing, and archival and ethnographic resources and will be made within the framework of the historic context and important research questions of the project area. The City, in consultation the UAIC, shall decide the appropriate actions to mitigate impacts to tribal cultural resources.

Results of those evaluation studies, recommendations, and consultations for mitigation of project effects shall be incorporated into a Historical Resources Treatment Plan (H RTP) as described in MM-CR-3.

MM-CR-3: DEVELOP AND IMPLEMENT HISTORICAL RESOURCES TREATMENT PLAN

If CRHR-eligible resources or tribal cultural resources are identified during the XPI testing implemented in accordance with MM-CR-1 which cannot be avoided as per MM-CR- 2, then the applicant shall prepare and submit for City review a Historical Resources Treatment Plan (H RTP) for CRHR-eligible cultural resources and/or tribal cultural resources to mitigate or avoid identified impacts. Treatment of cultural resources and tribal cultural resources shall follow the procedures established by state and local regulations. Avoidance, recordation, and data recovery will be used as mitigation alternatives.

As part of the H RTP, the applicant shall prepare a research design and a scope of work for evaluation of cultural resources and for data recovery or additional treatment of CRHR- eligible sites or tribal cultural resources that cannot be avoided. Data recovery of most resources would consist of sample excavation and/or surface artifact collection, and site documentation (MM-CR-4). A possible exception would be a site or tribal cultural resource where burials, cremations, or sacred features are discovered that cannot be avoided. The H RTP shall define and map all known CRHR-eligible resources and tribal cultural resources within the project area and shall identify the cultural values that contribute to their CRHR eligibility and significance to the affiliated tribes.

A cultural resources protection plan shall be included in the H RTP that details how CRHR - eligible resources and tribal cultural resources will be avoided and protected during construction. Measures shall include, at a minimum, designation and marking of Environmentally Sensitive Areas (ESAs) within 100 feet of a CRHR-eligible or tribal cultural resource (MM-CR-4); archaeological and Native American monitoring (MM-CR-5); personnel training (MM-CR-6); and reporting. The plan shall detail what measures will be used; how, when, and where they will be implemented; and how protective measures and enforcement will be coordinated with construction personnel.

The H RTP shall also define any additional areas that are considered to be of high sensitivity for discovery of buried CRHR-eligible cultural resources, including burials, cremations, or sacred features. The H RTP shall detail provisions for monitoring construction in these high-sensitivity areas. It shall also detail procedures for halting construction; making appropriate notifications to agencies, officials, and Native Americans; and assessing CRHR eligibility in the event that unknown cultural resources are discovered during construction.

For all unanticipated cultural resource, tribal cultural resource and human remains discoveries, the H RTP shall detail the methods, consultation procedures, and timelines for assessing CRHR eligibility, formulating a mitigation plan, and implementing treatment (MM-CR-7 and MM-CR- 8). Mitigation and treatment plans for unanticipated discoveries shall be approved by the City, in consultation with the UAIC (for tribal cultural resources), prior to implementation. The H RTP shall include the dates that field studies were completed. It shall stipulate that the archaeologists and other discipline specialists conducting the studies must meet the Secretary of the Interior's Standards (per 36 CFR 61); that all artifacts and data (maps, field notes, archival materials, recordings, reports, photographs, and analysts' data) must be curated at a facility meeting 36 CFR 79 repository requirements; and that reports must be disseminated to local and state repositories, libraries, and interested professionals.

MM-CR-4: CONDUCT DATA RECOVERY TO REDUCE ADVERSE EFFECTS

If CRHR-eligible resources identified during implementation of MM-CR-2 cannot be protected from direct impacts as per MM-CR-2, the applicant shall conduct data recovery investigations to reduce adverse effects to the characteristics of each resource that contribute to its CRHR eligibility. For sites eligible under CRHR Criterion 4, significant data would be recovered through excavation and analysis. For historical resources eligible under CRHR Criteria 1, 2, or 3, data recovery may include historical

documentation, photography, collection of oral histories, architectural or engineering documentation, preparation of a scholarly work, or some form of public awareness or interpretation.

Sampling for data recovery excavations will follow standard statistical sampling methods, but sampling will be confined, as much as possible, to the direct impact area. Data-recovery methods, sample sizes, and procedures shall be detailed in the H RTP. Following any field investigations required for data recovery, the applicant shall document the field studies and findings, including an assessment of whether adequate data were recovered to reduce adverse project effects, in a data recovery report. The data recovery report shall be submitted to the City for review and approval, as well as to appropriate state repositories and local governments. Construction work within 100 feet of historical resources that require data- recovery fieldwork shall not begin until authorized by the City.

MM-CR-5 – CONSTRUCTION MONITORING

Should the City, as advised by a qualified archaeologist and in consultation with the UAIC, determine that the project could cause an adverse change in significant archaeological resources and/or tribal cultural resources, or that the sensitivity for intact subsurface cultural resources is high, full-time archaeological monitoring shall be conducted for ground disturbing activity which includes but not limited to grubbing, trenching, boring, and mechanical excavation within 100 feet of an eligible resource. Archaeological monitoring is not required outside the 100-foot resource boundary, during above-surface construction activities, or when excavating or re-excavating imported fill or previously disturbed soil.

The H RTP shall describe which areas have a high potential for significant archaeological resources and/or tribal cultural resources, areas to be monitored, methods of monitoring, and the protocol for inadvertent discoveries. If prehistoric cultural resources or tribal cultural resources are involved, a Native American monitor from the UAIC may be present continuously during ground disturbing activities. Within 3 months of the completion of ground disturbing activity, a monitoring compliance report shall be submitted to the City for review. The report will detail the results of the monitoring program and of analysis of finds, if any.

MM-CR-6 – WORKERS' AWARENESS TRAINING

The developer shall ensure that a Contractor Awareness Training Program is developed and delivered to train equipment operators about cultural resources and tribal cultural resources. The program shall be designed to inform construction personnel about: federal and state regulations pertaining to cultural resources and tribal cultural resources; the subsurface indicators of resources that shall require a work stoppage; procedures for notifying the City of any occurrences; and project-specific requirements; and enforcement of penalties and repercussions for non-compliance with the program.

The training shall be prepared by a qualified professional archaeologist and reviewed by City for approval, and may be provided in an audio-visual format, such as a DVD. The developer shall provide the UAIC with the option of attending the initial training in person and/or providing additional materials germane to the unanticipated discovery of tribal cultural resources for incorporation into the training.

The training program shall be required for all construction supervisors, forepersons, and operators of ground-disturbing equipment, and all personnel shall be required to sign a training roster and display a hard hat sticker that is visible to City inspectors. The construction manager is responsible for ensuring that all required personnel receive the training. The developer shall provide a copy of the signed training roster to the City as proof of compliance.

MM-CR-7 – POST-REVIEW DISCOVERY

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 50-foot radius of the discovery, and the

developer shall immediately notify the City of Roseville Development Services Director. The developer shall retain a qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeology and subject to approval by the City, to evaluate the significance of the find and develop appropriate management recommendations. All management recommendations shall be provided to the City in writing for the City's review and approval. If recommended by the qualified professional and approved by the City, this may include modification of the no-work radius. The following notifications shall apply, depending on the nature of the find, subject to the review and approval of the City:

- If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately and no agency notifications are required.
- If the professional archaeologist determines that the find does represent a 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. 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.
- If the find represents a Native American or potentially Native American resource (including a tribal cultural resource) that does not include human remains, the **UAIC** and City shall be notified. The City will consult with the tribe(s) on a finding of eligibility and implement appropriate treatment 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.
- If the find includes human remains, or remains that are potentially human, the construction supervisor or on-site archaeologist 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, 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. 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 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 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.

MM-CR-8 – HUMAN REMAINS

In compliance with Section 5097.98 of the Public Resources Code and Section 7050.5 of the California Health and Safety Code, if human remains are encountered, all ground disturbing activities shall be immediately suspended in that area and within 100 feet of the discovery, and the Placer County Coroner shall be notified immediately. If the Placer County Coroner determines the remains are Native American in origin, the Placer County Coroner must notify the Native American Heritage Commission within 24 hours of such identification so that the Native American Heritage Commission can contact the Most Likely Descendant (MLD). The MLD shall be provided access to the discovery and will provide recommendations or preferences for treatment of the remains within 48 hours of accessing the discovery site. Disposition of human remains and any associated grave goods, if encountered, shall be treated in accordance with procedures and requirements set forth in Sections 5097.94 and 5097.98 of the Public Resources Code; Section 7050.5 of the California Health and Safety Code; and CEQA Guidelines Section 15064.5.

XVIII. Utilities and Service Systems

The area surrounding the project is mostly built out and includes existing water, sewer, and drainage facilities within Roseville Parkway and Creekside Ridge Drive and there are existing water and sewer easements on the property, along with a monitoring well access easement, which will be relocated. A 100-foot east/west PG&E easement bisects the property east/west. The easement restricts development under existing electric transmission lines. The project will connect to existing storm drain inlets on the property.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			X	
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
e) Result in a determination by the wastewater treatment provider which serves the project that it has adequate capacity to serve the project's projected demand in addition of the provider's existing commitments?			X	
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?			X	

Thresholds of Significance and Regulatory Setting:

The significance of impacts related to utilities and service systems is based directly on the CEQA Guidelines checklist items a–g listed above.

Discussion of Checklist Answers:

a,e) The proposed project would be served by the Dry Creek Wastewater Treatment Plant (DCWWTP). The Central Valley Regional Water Quality Control Board (RWQCB) regulates water quality and quantity of effluent discharged from the City's wastewater treatment facilities. The DCWWTP has the capacity to treat 18 million gallons per day (mgd) and is currently treating 7.0⁵ mgd OR 8.9 mgd. The volume of wastewater generated by the proposed project could be accommodated by the facility; the proposed project will not contribute to an exceedance of applicable wastewater treatment requirements. The impact is less than significant.

b,c) The project will be required to construct the onsite lines necessary to serve the project, as well as pay fees which fund the operation of the existing facilities. Minor additional infrastructure will be constructed within the project site to tie the project into the major systems offsite, including a connection to an existing water line located on the property line shared with the adjacent property owner. These improvements will be constructed in locations where site development is already occurring, or has occurred, as part of the overall Creekside Ridge project and within existing easements. There are no additional substantial impacts specific or particular to the minor infrastructure improvements.

In terms of overall treatment capacity, sewage treatment was discussed in section a, above. An expansion of sewage treatment facilities is not required. Domestic water in the City of Roseville is treated at the City's Water Treatment Plant on Barton Road. The City's water treatment plant currently has a treatment capacity of 100 mgd, though due to pipe sizes a slightly smaller total capacity of 96.1 mgd can be conveyed to the plant for treatment. The Amoruso Ranch Specific Plan Water Supply Assessment (AR WSA, Appendix E of the Amoruso Ranch FEIR), dated May 2016, analyzed water demand at City buildout and concluded that that peak treatment demand will be approximately 115 mgd at City buildout. The City's Water Treatment Plant has insufficient capacity to serve peak demand at City buildout; however, the additional water demand will be provided through existing interties with other water suppliers, such as the Placer County Water Agency and the San Juan Water District,

⁵ Dave Samuelson, City of Roseville Environmental Utilities, Personal communication, July 6, 2016.

rather than through a treatment plant expansion. The project will not require an expansion of the existing water treatment facilities. Impacts are less than significant.

d) The City of Roseville 2015 Urban Water Management Plan (UWMP), adopted May 2016, estimates water demand and supply for the City through the year 2040, based on existing land use designations and population projections. In addition, the AR WSA estimates water demand and supply for ultimate General Plan buildout. The UWMP indicates that existing water supply sources are sufficient to meet all near term needs, estimating an annual water demand of 45,475 acre-feet per year (AFY) by the year 2020 and existing surface and recycled water supplies in the amount of 70,421 AFY. The AR WSA estimates a Citywide buildout demand of 64,370 AFY when including recycled water, and of 59,657 AFY of potable water. The AR WSA indicates that surface water supply is sufficient to meet demand during normal rainfall years, but is insufficient during single- and multiple-dry years. However, the City's UWMP establishes mandatory water conservation measures and the use of groundwater to offset reductions in surface water supplies. Both the UWMP and AR WSA indicate that these measures, in combination with additional purchased water sources, will ensure that supply meets projected demand. The project, which is consistent with existing land use designations, would not require new or expanded water supply entitlements.

f, g) The Western Placer Waste Management Authority is the regional agency handling recycling and waste disposal for Roseville and surrounding areas. The regional waste facilities include a Material Recovery Facility (MRF) and the Western Regional Sanitary Landfill (WRSL). Currently, the WRSL is permitted to accept up to 1,900 tons of municipal solid waste per day. According to the solid waste analysis of the Amoruso Ranch Specific Plan FEIR, under current projected development conditions the WRSL has a projected lifespan extending through 2058. There is sufficient existing capacity to serve the proposed project. Though the project will contribute incrementally to an eventual need to find other means of waste disposal, this impact of City buildout has already been disclosed and mitigation applied as part of each Specific Plan the City has approved, including the most recent Amoruso Ranch Specific Plan. All residences and business in the City pay fees for solid waste collection, a portion of which is collected to fund eventual solid waste disposal expansion. The project will not result in any new impacts associated with major infrastructure. Environmental Utilities staff has reviewed the project for consistency with policies, codes, and regulations related to waste disposal services and has found that the project design is in compliance.

XIX. Mandatory Findings of Significance

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, threatened or rare species, or eliminate important examples of the major periods of California history or prehistory?			X	
b) Does the project have impacts which are			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

Significance Criteria and Regulatory Setting:

The significance of impacts related to mandatory findings of significance is based directly on the CEQA Guidelines checklist items a–c listed above.

Discussion of Checklist Answers:

a–c) Long term environmental goals are not impacted by the proposed project. The cumulative impacts do not deviate beyond what was contemplated in the NCRSP EIR. Where necessary, project specific mitigation measures are recommended which will ensure that impacts are less than significant. Additionally, mitigation measures have already been incorporated via the Specific Plan EIR and are applicable to the project. With implementation of the City’s Mitigating Ordinances, Guidelines, and Standards and best management practices, mitigation measures described in this chapter, and permit conditions, the proposed project will not have a significant impact on the habitat of any plant or animal species. Based on the foregoing analysis, the proposed project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of any wildlife species, or create adverse effects on human beings.

ENVIRONMENTAL DETERMINATION:

*In reviewing the site specific information provided for this project and acting as Lead Agency, the City of Roseville, Development Services Department, Planning Division has analyzed the potential environmental impacts created by this project and determined that with mitigation the impacts are less than significant. As demonstrated in the initial study checklist, there are no "project specific significant effects which are peculiar to the project or site" that cannot be reduced to less than significant effects through mitigation (CEQA Section 15183) and therefore an EIR is **not** required. Therefore, **on the basis of the foregoing initial study:***

[X] I find that the proposed project COULD, but with mitigation agreed to by the applicant, clearly will not have a significant effect on the environment and a *MITIGATED NEGATIVE DECLARATION* has been prepared.

Initial Study Prepared by:

Charity Gold, Associate Planner
City of Roseville, Development Services – Planning Division

Attachments:

1. Arborist Report and Tree Inventory
2. CalEEMod (version 2016.3.1) Modeling


DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION

311 Vernon Street, Roseville, CA 95678 (916) 774-5276

MITIGATION MONITORING AND REPORTING PROGRAM

Project Title/File Number:	NCRSP Parcel 95 and 98A; Creekside C6 Retail; PL18-0060
Project Location:	1001 Creekside Ridge, Roseville CA, Placer County
Project Description:	A General Plan Amendment and a Specific Plan Amendment to change the land use designation on Parcel 2 from Open Space to Regional Commercial, a Rezone to change the zoning designation on Parcel 2 from General Industrial (M2) to Regional Commercial (RC), a Major Project Permit Modification to add two retail buildings and an office building to the approved Creekside Center site plan, a Major Project Permit Stage 2 to approve the design of the three buildings, a Tree Permit to encroach into the protected zones of native oak trees, and a Lot Line Adjustment to reconfigure the existing parcels.
Environmental Document	Mitigated Negative Declaration
Project Applicant:	Tiffany Wilson, RSC Engineering, Inc.
Property Owner:	Trey Gundlach, Allegiant Development Co., Inc. For: Evergreen Britannia 026 LLC
Lead Agency Contact Person:	Charity Gold, Associate Planner, (916) 774-5276

Section 21081.6 of the California Public Resources Code requires public agencies to "adopt a reporting and monitoring program for the changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment." This Mitigation Monitoring and Reporting Program has been adopted for the purpose of avoiding environmental impacts

MONITORING PROCESS: Existing monitoring mechanisms are in place that assist the City of Roseville in meeting the intent of CEQA. These existing monitoring mechanisms eliminate the need to develop new monitoring processes for each mitigation measure. These mechanisms include grading plan review and approval, improvement/building plan review and approval and on-site inspections by City Departments. Given that these monitoring processes are requirements of the project, they are not included in the mitigation monitoring program.

It shall be the responsibility of the project applicant/owner to provide written notification to the City using the Mitigation Verification Cover Sheet and Forms, in a timely manner, of the completion of each Mitigation Measure as identified on the following pages. The City will verify that the project is in compliance with the adopted Mitigation Monitoring and Reporting Program. Any non-compliance will be reported by the City to the applicant/owner, and it shall be the project applicant's/owner's responsibility to rectify the situation by bringing the project into compliance. The purpose of this program is to ensure diligent and good faith compliance with the Mitigation Measures which have been adopted as part of the project.

TABLE OF MITIGATION MEASURES

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to City	Staff Use Only
<u>MM-CR-1 – EXTENDED PHASE I IDENTIFICATION</u> Prior to issuance improvement or grading permits, the applicant shall retain a qualified archaeologist, meeting the Secretary of Interior’s Standards and Guidelines for Archaeology and Historic Preservation (per 36 CFR 61), to conduct extended Phase I identification (XPI) excavations (presence/absence testing) within the sensitive portion of the project area. The applicant shall submit the qualifications to the City of Roseville (City) for review. The applicant shall provide pertinent documents such as design plans and sensitivity maps to the qualified archaeologist for review. The qualified archaeologist shall prepare and submit to the City for review an XPI plan describing the methods and decision thresholds to be used. A Native American monitor from the United Auburn Indian Community (UAIC) may be present during XPI excavations. Should the qualified archaeologist determine from the XPI excavations that resources potentially eligible for the California Register of Historical Resources (CRHR) and/or tribal cultural resources, occur on the site the resources shall be avoided in compliance with MM-CR-2. If the resources cannot be avoided, then MM-CR-3 shall apply.	Results of XPI shall be submitted to the Planning Division prior to the issuance of a Grading Permit or Improvement Plans. Applicable construction restrictions shall be reflected within plans.	<i>Pre-Construction and Construction:</i> XPI required prior to construction. If surveys are positive, then remainder of mitigation steps are required prior to construction. Add as note on Improvement Plans.	Planning and Engineering	XPI Results	
<u>MM-CR-2: AVOID AND PROTECT POTENTIALLY SIGNIFICANT RESOURCES</u> If potentially CRHR-eligible resources or tribal cultural resources are identified during the XPI testing implemented in accordance with MM-CR-1, then the resources shall be avoided from direct project impacts by project redesign, if feasible. If the potentially CRHR-eligible cultural resources and/or tribal cultural resources cannot be avoided from direct impacts by project redesign, the applicant shall undertake additional studies to evaluate the CRHR eligibility of the resource. Evaluations will be based on surface remains, subsurface testing, and archival and ethnographic resources and will be made within the framework of the historic context and important research questions of the project area. The City, in consultation the UAIC, shall decide the appropriate actions to mitigate impacts to tribal cultural resources. Results of those evaluation studies, recommendations, and consultations for mitigation of project effects shall be incorporated into a Historical Resources Treatment Plan (H RTP) as described in MM-CR-3.	Results of XPI shall be submitted to the Planning Division prior to the issuance of a Grading Permit or Improvement Plans. Applicable construction restrictions shall be reflected within plans.	<i>Pre-Construction and Construction:</i> XPI required prior to construction. If surveys are positive, then remainder of mitigation steps are required prior to construction. Add as note on Improvement Plans.	Planning and Engineering	CRHR Eligibility Results	

<u>MM-CR-3: DEVELOP AND IMPLEMENT HISTORICAL RESOURCES TREATMENT PLAN</u> If CRHR-eligible resources or tribal cultural resources are identified during the XPI testing implemented in accordance with MM-CR-1 which cannot be avoided as per MM-CR- 2, then the applicant shall prepare and submit for City review a Historical Resources Treatment Plan (H RTP) for CRHR-eligible cultural resources and/or tribal cultural resources to mitigate or avoid identified impacts. Treatment of cultural resources and tribal cultural resources shall follow the procedures established by state and local regulations. Avoidance, recordation, and data recovery will be used as mitigation alternatives. As part of the H RTP, the applicant shall prepare a research design and a scope of work for evaluation of cultural resources and for data recovery or additional treatment of CRHR- eligible sites or tribal cultural resources that cannot be avoided. Data recovery of most resources would consist of sample excavation and/or surface artifact collection, and site documentation (MM-CR-4). A possible exception would be a site or tribal cultural resource where burials, cremations, or sacred features are discovered that cannot be avoided. The H RTP shall define and map all known CRHR-eligible resources and tribal cultural resources within the project area and shall identify the cultural values that contribute to their CRHR eligibility and significance to the affiliated tribes. A cultural resources protection plan shall be included in the H RTP that details how CRHR - eligible resources and tribal cultural resources will be avoided and protected during construction. Measures shall include, at a minimum, designation and marking of Environmentally Sensitive Areas (ESAs) within 100 feet of a CRHR-eligible or tribal cultural resource (MM-CR-4); archaeological and Native American monitoring (MM-CR-5); personnel training (MM-CR-6); and reporting. The plan shall detail what measures will be used; how, when, and where they will be implemented; and how protective measures and enforcement will be coordinated with construction personnel. The H RTP shall also define any additional areas that are considered to be of high sensitivity for discovery of buried CRHR-eligible cultural resources, including burials, cremations, or sacred features. The H RTP shall detail provisions for monitoring construction in these high-sensitivity areas. It shall also detail procedures for halting construction; making appropriate notifications to agencies, officials, and Native Americans; and assessing CRHR eligibility in the event that unknown cultural resources are discovered during construction. For all unanticipated cultural resource, tribal cultural resource and human remains discoveries, the H RTP shall detail the methods, consultation procedures, and timelines for assessing CRHR eligibility, formulating a mitigation plan, and implementing treatment (MM-CR-7 and MM-CR- 8). Mitigation and treatment plans for unanticipated discoveries shall be approved by the City, in consultation with the UAIC (for tribal cultural resources), prior to implementation. The H RTP shall include the dates that field studies were completed. It shall stipulate that the archaeologists and other discipline specialists conducting the studies must meet the Secretary of the Interior’s Standards (per 36 CFR 61); that all artifacts and data (maps, field notes, archival materials, recordings, reports, photographs, and analysts’ data) must be curated at a facility meeting 36 CFR 79 repository requirements; and that reports must be disseminated to local and state repositories, libraries, and interested professionals.	The H RTP shall be submitted to the Planning Division prior to the issuance of a Grading Permit or Improvement Plans. Applicable construction restrictions shall be reflected within plans.	<i>Pre-Construction and Construction:</i> Add as note on Improvement Plans.	Planning and Engineering	Historical Resources Treatment Plan	
<u>MM-CR-4: CONDUCT DATA RECOVERY TO REDUCE ADVERSE EFFECTS</u>	Results of data recovery report shall be submitted to the Planning Division	<i>Pre-Construction and Construction:</i> Results of the data recovery will	Planning and Engineering	Data recovery results.	

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to City	Staff Use Only
If CRHR-eligible resources identified during implementation of MM-CR-2 cannot be protected from direct impacts as per MM-CR-2, the applicant shall conduct data recovery investigations to reduce adverse effects to the characteristics of each resource that contribute to its CRHR eligibility. For sites eligible under CRHR Criterion 4, significant data would be recovered through excavation and analysis. For historical resources eligible under CRHR Criteria 1, 2, or 3, data recovery may include historical documentation, photography, collection of oral histories, architectural or engineering documentation, preparation of a scholarly work, or some form of public awareness or interpretation. Sampling for data recovery excavations will follow standard statistical sampling methods, but sampling will be confined, as much as possible, to the direct impact area. Data-recovery methods, sample sizes, and procedures shall be detailed in the H RTP. Following any field investigations required for data recovery, the applicant shall document the field studies and findings, including an assessment of whether adequate data were recovered to reduce adverse project effects, in a data recovery report. The data recovery report shall be submitted to the City for review and approval, as well as to appropriate state repositories and local governments. Construction work within 100 feet of historical resources that require data- recovery fieldwork shall not begin until authorized by the City.	prior to the issuance of a Grading Permit or Improvement Plans. Applicable construction restrictions shall be reflected within plans.	determine if the remainder of mitigation steps are required prior to construction. Add as note on Improvement Plans.			
<u>MM-CR-5 – CONSTRUCTION MONITORING</u> Should the City, as advised by a qualified archaeologist and in consultation with the UAIC, determine that the project could cause an adverse change in significant archaeological resources and/or tribal cultural resources, or that the sensitivity for intact subsurface cultural resources is high, full-time archaeological monitoring shall be conducted for ground disturbing activity which includes but not limited to grubbing, trenching, boring, and mechanical excavation within 100 feet of an eligible resource. Archaeological monitoring is not required outside the 100-foot resource boundary, during above-surface construction activities, or when excavating or re-excavating imported fill or previously disturbed soil. The H RTP shall describe which areas have a high potential for significant archaeological resources and/or tribal cultural resources, areas to be monitored, methods of monitoring, and the protocol for inadvertent discoveries. If prehistoric cultural resources or tribal cultural resources are involved, a Native American monitor from the UAIC may be present continuously during ground disturbing activities. Within 3 months of the completion of ground disturbing activity, a monitoring compliance report shall be submitted to the City for review. The report will detail the results of the monitoring program and of analysis of finds, if any.	The applicant shall notify the Planning Division prior to construction.	<i>Pre-Construction and Construction</i>	Planning	Monitoring Compliance Report	
<u>MM-CR-6 – WORKERS’ AWARENESS TRAINING</u> The developer shall ensure that a Contractor Awareness Training Program is developed and delivered to train equipment operators about cultural resources and tribal cultural resources. The program shall be designed to inform construction personnel about: federal and state regulations pertaining to cultural resources and tribal cultural resources; the subsurface indicators of resources that shall require a work stoppage; procedures for notifying the City of any occurrences; and project-specific requirements; and enforcement of penalties and repercussions for non-compliance with the program. The training shall be prepared by a qualified professional archaeologist and reviewed by City for approval, and may be provided in an audio-visual format, such	The applicant shall notify the Planning Division of the pre-construction meeting date.	Add as note on Improvement Plans.	Planning		

CC Exhibit A					
Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to City	Staff Use Only
as a DVD. The developer shall provide the UAIC with the option of attending the initial training in person and/or providing additional materials germane to the unanticipated discovery of tribal cultural resources for incorporation into the training. The training program shall be required for all construction supervisors, forepersons, and operators of ground-disturbing equipment, and all personnel shall be required to sign a training roster and display a hard hat sticker that is visible to City inspectors. The construction manager is responsible for ensuring that all required personnel receive the training. The developer shall provide a copy of the signed training roster to the City as proof of compliance.					

<u>MM-CR-7 – POST-REVIEW DISCOVERY</u> 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 50-foot radius of the discovery, and the developer shall immediately notify the City of Roseville Development Services Director. The developer shall retain a qualified professional archaeologist, meeting the Secretary of the Interior’s Professional Qualification Standards for prehistoric and historic archaeology and subject to approval by the City, to evaluate the significance of the find and develop appropriate management recommendations. All management recommendations shall be provided to the City in writing for the City’s review and approval. If recommended by the qualified professional and approved by the City, this may include modification of the no-work radius. The following notifications shall apply, depending on the nature of the find, subject to the review and approval of the City: • If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately and no agency notifications are required. • If the professional archaeologist determines that the find does represent a 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. 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. • If the find represents a Native American or potentially Native American resource (including a tribal cultural resource) that does not include human remains, the UAIC and City shall be notified. The City will consult with the tribe(s) on a finding of eligibility and implement appropriate treatment 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. • If the find includes human remains, or remains that are potentially human, the construction supervisor or on-site archaeologist 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, 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	The applicant shall notify the Planning Division of the pre-construction meeting is date.	Add as note on Improvement Plans.	Planning		
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CC Exhibit A					
Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to City	Staff Use Only
treatment of the remains. 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 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 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.					
<u>MM-CR-8 – HUMAN REMAINS</u> In compliance with Section 5097.98 of the Public Resources Code and Section 7050.5 of the California Health and Safety Code, if human remains are encountered, all ground disturbing activities shall be immediately suspended in that area and within 100 feet of the discovery, and the Placer County Coroner shall be notified immediately. If the Placer County Coroner determines the remains are Native American in origin, the Placer County Coroner must notify the Native American Heritage Commission within 24 hours of such identification so that the Native American Heritage Commission can contact the Most Likely Descendant (MLD). The MLD shall be provided access to the discovery and will provide recommendations or preferences for treatment of the remains within 48 hours of accessing the discovery site. Disposition of human remains and any associated grave goods, if encountered, shall be treated in accordance with procedures and requirements set forth in Sections 5097.94 and 5097.98 of the Public Resources Code; Section 7050.5 of the California Health and Safety Code; and CEQA Guidelines Section 15064.5.	The applicant shall notify the Planning Division of the pre-construction meeting is date.	Add as note on Improvement Plans.	Planning		


DEVELOPMENT SERVICES DEPARTMENT

311 Vernon Street, Roseville, CA 95678 (916) 774-5276

MITIGATION VERIFICATION SUBMITTAL COVER SHEET

Project Title/Planning File # _____

Project Address _____

Property Owner _____

Planning Division Contact _____

SUMMARY OF VERIFICATION MATERIALS INCLUDED IN THIS SUBMITTAL

Mitigation Measure	Supporting Attachments Included	Date Complete

I HAVE ATTACHED THE FOLLOWING REQUIRED ITEMS:

- ☐ Table of Applicable Mitigation Measures
☐ Mitigation Verification Form(s)
☐ Specific supporting documentation required by measure(s), if applicable (e.g. biologist's report)

I hereby certify under penalty of perjury under the laws of the State of California that I am the property owner or an agent of the property owner and am authorized to submit this Mitigation Verification Form. I also certify that the above-listed mitigation measures have been completed in the manner required, and that all of the information in this submittal is true and correct, to the best of my knowledge:

 Signature and Date

 Print Name

 Contact Number

MITIGATION VERIFICATION FORM

Mitigation Measure _____

Description of Monitoring and Verification Work Performed. The following information is a required part of the description: dates, personnel names or titles, and the stage/phase of construction work. Additional notes sheets may be attached, if necessary, or the below may simply reference a separate attachment that provides the required information.

INSTRUCTIONS

COVER SHEET:

A Cover Sheet for the project/development is prepared by City staff, with the top portion filled out. Each time Mitigation Verification Forms(s) are being submitted, a Cover Sheet completed by the Developer, Contractor, or Designee is required. An example of a completed summary table is provided below. The signature on the Cover Sheet must be *original wet ink*.

EXAMPLE MITIGATION VERIFICATION SUBMITTAL COVER SHEET

Project Title/Planning File #	New Coffee Shop, PL15-0000
Project Address	10 Justashort Street
Property Owner	Jane Owner
Planning Division Contact	Joe Planner, Associate Planner, (916) 774-####

SUMMARY OF VERIFICATION MATERIALS INCLUDED IN THIS SUBMITTAL

Mitigation Measure	Supporting Attachments Included	Date Complete
MM-3	Copy of survey report signed by biologist	5/10/2016
MM-4	All information included in Mitigation Verification Form	5/12/2016
MM-5	E-mail from Air District approving Dust Control Plan	5/05/2016

MITIGATION VERIFICATION FORM:

A Mitigation Verification Form is provided by City staff, along with the Cover Sheet and Table of Applicable Mitigation Measures. A form is filled in and submitted for each mitigation measure by the Developer, Contractor, or Designee. The form needs only the mitigation number to be filled in, along with the Description of Monitoring and Verification Work Performed. Multiple forms may be submitted simultaneously, under one cover sheet. It is also permissible to submit a form for each part of a measure, on separate dates. For instance, in the example measure MM-4 in the table above, the actual mitigation requires informing construction workers *and* retaining a qualified archeologist if resources are uncovered. Thus, a developer may submit a form in May certifying that construction workers have been informed, and also submit a second copy of the form in July because resources were discovered and additional actions had to be undertaken.

Each mitigation measure specifies the type of supporting documentation required; this must be submitted in order for the City to accept the mitigation as complete. An example of a completed Mitigation Verification Form is provided below.

EXAMPLE

MITIGATION VERIFICATION FORM

Mitigation Measure MM3

Description of Monitoring and Verification Work Performed. The following information is a required part of the description: dates, personnel names or titles, and the stage/phase of construction work. Additional notes sheets may be attached, if necessary, or the below may simply reference a separate attachment that provides the required information.

The mitigation measure text is included on the Improvement Plans General Notes page (Improvement Plan EN15-0001). On May 4, 2016, prior to any ground-disturbing activities (the pre-construction phase), a site meeting was held. At this meeting, workers on the site were informed of the potential to unearth remains, and were instructed to cease work and notify their supervisor immediately if any resources were observed.

ABACUS

CONSULTING ARBORISTS



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Auburn, CA 95604
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www.abacus-tree.com
Nicole.Abacus@gmail.com

Consulting Arborist Report & Tree Inventory

For the project of:

1001 Creekside Ridge Drive, Parcel 2

City of Roseville, California

Prepared at the Request of:

RSC Engineering, Inc.

June 11, 2018

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Executive Summary

Tiffany Wilson of RSC Engineering, Inc. contacted Abacus Consulting Arborists to inventory and evaluate the protected trees and produce an Arborist Report as the end product. The property is parcel 015-011-021-000, parcel 2, located at 1001 Creekside Ridge Drive in Roseville, California. See Tree Location Map.

Nicole Harrison, ISA Certified Arborist #WE6500AM, and Nicholas McNamara, arborists assistant, of Abacus Consulting Arborists was on site on May 23rd, 2018; to identify species, take measurements of DBH¹ and canopy, field condition notes, recommended actions, ratings, and locations of the protected trees.

There are 11 trees surveyed, none of which belong to the subject parcel. All 11 qualify as protected trees as defined by the City of Roseville municipal code, Title 19, Article IV, Chapter 19.66 Tree Preservation. There are six (6) trees which would be impacted by the development of the site².

<u>Tree Species</u>	<u>Trees on this Site:</u>	<u>Property Line³ and/or Offsite Trees</u>	<u>Protected by City of Roseville Title 19 Chapter 19.66</u>	<u>Trees Proposed for Removal⁴</u>	<u>Protected Trees Proposed for Retention with Impacts⁵</u>	<u>Total Trees to be Retained</u>
Interior Live Oak, <i>Quercus wislizenii</i>	0	2	2	0	1	2
Blue Oak, <i>Quercus douglasii</i>	0	9	9	0	3	9
Total	0	11	11	0	4	11

See Chart B – Inventory of Trees for specific information on each tree.

See Chart C – Trees Proposed for Removal or Impact for additional Mitigation information.

See Chart D – Tree Preservation Restrictions and General Development Guidelines for recommendations during Development

¹ DBH or 'Diameter at Breast High' is the industry accepted measurement for mature trees. The measurement is taken at 54" off of native grade. See attached 'Tree Size Expressed by Trunk Diameter'.

² Tree locations are approximate. Abacus Consulting Arborists is not responsible for determination of tree location and/or ownership.

³ Trees with any portion of the trunk on the property line are considered to be joint ownership trees between the parcels and require agreement between parcel owners for removal or impact (Stamen, 1997).

⁴ **Current Development Plan by RFE Engineering, Inc. Titled Creekside C6 Retail and dated 4-19-2018.**

⁵ Impacts occur when development activities, including grading or trenching, are within the protected root zone defined for each tree in Chart B. The impact result and/or additional protection measures can be found in the conclusion of this report

Methods

The protected trees (on-site) tagged by **ABACUS** have a numbered tag, placed on each one that is 1-1/8" x 1-3/8", green anodized aluminum, "acorn" shaped, and labeled: **ABACUS**, Auburn, CA with 1/4" pre-stamped tree number and Tree Tag. They are attached with a natural colored aluminum 10d nail, installed at approximately 6 feet above ground level on the approximate north side of the tree. The tag should last ~10 – 20+ years depending on the species, before it is enveloped by the trees' normal growth cycle.



A Level 2 – Basic Visual Assessment was performed in accordance with the International Society of Arboriculture's best management practices. This assessment level is limited to the observation of conditions and defects which are readily visible. Additional limiting factors, such as blackberries, poison oak, and/or debris piled at the base of a tree can inhibit the visual assessment.

Tree Location: The GPS location of each tree was collected using the ESRI's ArcGIS collector application on an Apple iPad. The data was then processed in ESRI's ArcMap by Julie McNamara, M.S. GISci, to produce the tree location map.

Tree Measurements: DBH (diameter breast high) is normally measured at 4'6" (above the average ground height for "Urban Forestry"), but if that varies then the location where it is measured is noted. A Haglöf Mantax Caliper was used to measure the DBH for trees less than 32" in diameter or less and a steel diameter tape for trees greater than 32".

Terms

Field Tag #	The pre-stamped tree number on the tag which is installed at approximately 6 feet above ground level on the north side of the tree.
Other Tag #	If additional field tags are found on the trees and are legible, they are listed here.
Offsite/Property Line	Indicates if an off-site tree was included in the inventory. Inclusion of off-site trees is conducted when these trees could potentially be impacted by any proposed development. Trees located within 25' of the development boundary are normally included and provided protection recommendations when development is proposed in the area. We are not surveyors and do not guarantee trees listed as on or off the site are correctly indicated.
Protected	Indicates if the tree qualifies as a "protected tree" by the standards of the local jurisdiction.
Species Common Name	The species of a tree is listed by our local common name. Our native oaks frequently cross-pollinate and hybridize, but the identification is towards the strongest characteristics.
Species Botanical Name	Industry accepted botanical name by genus (capitalized) and species (lower case).
DBH	'Diameter Breast High' is normally measured at 4'6" (above the average ground height for "Urban Forestry"), but if the measurement was taken at another location it is noted here. A Swedish caliper [1] was used to measure the DBH for trees less than 30" in diameter and a steel diameter tape for trees greater than 30"Ø.
Measured Canopy radius	The farthest extent of the crown composed of leaves and small twigs. Often a tree's canopy will be irregular, however, the canopy radius is measured as longest dripline measurement from the center point of the tree as the limbs with the farthest reach.

Notes: Notes provide notable details about each tree which are factors considered in the determination of the tree rating including: (a) condition of root crown and/or roots; (b) condition of trunk; (c) condition of limbs and structure; (d) growth history and twig condition; (e) leaf appearance; and (f) dripline environment. Notes also indicate if the standard tree evaluation procedure was not followed and why (ie. why dbh may have been measured at a location other than the standard 54"). Additionally, notes will list any evaluation limiting factors such as debris at the base of a tree.

City of Roseville Tree Rating Pursuant to Title 19, Chapter 19.66 Tree Preservation of the Roseville Municipal Code as information to be included in the Arborist Report.

Arborist Rating Subjective to condition and is based on both the health and structure of the tree. All of the trees were rated for condition, per the recognized national standard as set up by the Council of Tree and Landscape Appraisers and the International Society of Arboriculture (ISA) on a numeric scale of 5 (being the highest) to 0 (the worst condition, dead) as in Chart A. The rating was done in the field at the time of the measuring and inspection. The scale is as follows:

Chart A – Tree Ratings

<u>Arborist Ratings</u>			<u>Roseville Ratings, 19.66.050 B.1.</u>
No problem(s)	Excellent	5	Excellent
No apparent problem(s)	Good	4	Good
Minor problem(s)	Fair	3	Fair to Good
Minor problem(s)		2 or 3	Fair
Major problem(s)	Poor	2	Fair to Poor
Extreme problem(s)	Hazardous	1	Poor
Dead	Dead	0	Dead

Ratings Description

Rating #0: This indicates a tree that has no significant sign of life.

Rating #1: The problems are extreme. This rating is assigned to a tree that has structural and/or health problems that no amount of work or effort can change. The issues may or may not be considered a dangerous situation.

Rating #2: The tree has major problems. If the option is taken to preserve the tree, its condition could be improved with correct arboricultural work including, but not limited to: pruning, cabling, bracing, bolting, guying, spraying, mistletoe removal, vertical mulching, fertilization, etc. If the recommended actions are completed correctly, hazard can be reduced and the rating can be elevated to a 3. If no action is taken the tree is considered a liability and should be removed.

Rating #3: The tree is in fair condition. There are some minor structural or health problems that pose no immediate danger. When the recommended actions in an arborist report are completed correctly the defect(s) can be minimized or eliminated.

Rating #4: The tree is in good condition and there are no apparent problems that a Certified Arborist can see from a visual ground inspection. If potential structural or health problems are tended to at this stage future hazard can be reduced and more serious health problems can be averted.

Rating #5: No problems found from a visual ground inspection. Structurally, these trees have properly spaced branches and near perfect characteristics for the species. Highly rated trees are not common in natural or developed landscapes. No tree is ever perfect especially with the unpredictability of nature, but with this highest rating, the condition should be considered excellent.

Development Status Indicates if the tree is planned for removal or preservation, and if preserved, the relative impact of the proposed development according to the development plans. The scale is as follows:

Impact Terms

Impact Description

Negligible	Tree is unlikely to show any symptoms. Chance of survival post development is excellent. Impacts to the Protected Root Zone (see Glossary) are less than 5%.
Minor	Tree is likely to show minor symptoms. Chance of survival post development is good. Impacts to the Protected Root Zone are less than 15% and species tolerance is good.
Moderate	Tree is likely to show moderate symptoms. Chance of survival post development is fair. Impacts to the Protected Root Zone are less than 35% and species tolerance is good or moderate.
Severe	Tree is likely to show moderate symptoms annually and a pattern of decline. Chance of long term survival post development is low. Impacts to the Protected Root Zone are up to 50% and species tolerance is moderate to poor.
Critical	Tree is likely to show moderate to severe symptoms annually and a pattern of decline. Chance of long term survival post development is negligible. Impacts to the Protected Root Zone are up to 80%.

Impact Notes The proposed impact to the tree based on the current development plan

Development Restrictions Arborist preservation recommendations to support long-term health of the tree during the development process often in the form of restrictions.

Chart B – Inventory of Trees

All trees appear to be offsite on the neighboring parcels. Note: Actual tree locations are to be determined by others. We are not surveyors. Abacus takes no responsibility for determination of tree

Field Tag #	Protected by 19.66	Species Common Name	Species Botanical Name	DBH	Measured Canopy Radius	Protected Root Zone calculated	Notes	City of Roseville Tree Rating	Arborist Rating	Development Status
4453	Yes	Blue Oak	Quercus douglasii	26 @ 3'	25	33	large rock and cavity at base w, closed failure stubs N and E, epicormic growth, fair leaf surface, 1-5" deadwood	Fair	3 Fair - Minor Problems	Preserve with Impact
4454	Yes	Blue Oak	Quercus douglasii	16	23	20	rock and large cavity at base SW, leans S with correction, fair leaf surface, 1-3" deadwood	Fair to Poor	2 Major Structure or Health Problems	Preserve with Impact
4455	Yes	Blue Oak	Quercus douglasii	15	19	19	cavities at base and open wounds up main trunk, fair leaf surface, very poor structure, fair health	Poor	1 Extreme Structure or Health Problems	Remove
4456	Yes	Interior Live Oak	Quercus wislizenii	40 @ 1'	30	50	growing over rocks, codominant leader at 4' with open wound and advanced decay in crotch, large size-class deadwood, wounds and sloughing bark in many locations, fair leaf surface	Fair	3 Fair - Minor Problems	Preserve with Impact
4457	Yes	Blue Oak	Quercus douglasii	18	20	23	vertical cavity ground to 4', suppressed upper canopy lean and over extended to SE, fair leaf surface	Fair	2 Major Structure or Health Problems	Preserve with Impact
4458	Yes	Interior Live Oak	Quercus wislizenii	16	0	20	vertical cavity ground to 5' advanced decay, slight lean S, poor taper above wound, epicormic growth, fair leaf surface	Fair to Poor	2 Major Structure or Health Problems	Preserve with Impact
4459	Yes	Blue Oak	Quercus douglasii	21 @ 3'	23	26	cavity in main stem from ground to 4', significant lean, suppressed, unbalanced canopy NE, 6 - 8" failures, fire damage, fair leaf surface	Poor	1 Extreme Structure or Health Problems	Remove
4460	Yes	Blue Oak	Quercus douglasii	14	15	18	old 3, good upright form, balanced canopy, fair leaf service	Good	4 Good - No Apparent Problems	Preserve - No Proposed Impact

CC Exhibit A

Field Tag #	Protected by 19.66	Species Common Name	Species Botanical Name	DBH	Measured Canopy Radius	Protected Root Zone calculated	Notes	City of Roseville Tree Rating	Arborist Rating	Development Status
4461	Yes	Blue Oak	Quercus douglasii	24 @ 3'	36	30	fair leaf surface, over extended north, codominant leader at 7', large structural limb S at 6' off the ground, canopy touches the ground at 35', may require significant clearance pruning	Fair to Good	3 Fair - Minor Problems	Preserve - No Proposed Impact
4462	Yes	Blue Oak	Quercus douglasii	15 @ 3'	13	19	vertical cavity 1', previous fire damage, fair leaf service, HVL above	Fair	3 Fair - Minor Problems	Preserve - No Proposed Impact
4463	Yes	Blue Oak	Quercus douglasii	12	16	15	rocks at base, embedded fence wire, very poor structure, HVL above, fair leaf surface with epicormic growth	Fair to Poor	2 Major Structure or Health Problems	Preserve - No Proposed Impact

Limitations

All of the conclusions in this report are based solely on the observation of conditions on the site which were readily visible. Trees may appear to be healthy and structurally sound but can contain hidden faults which could result in failure.

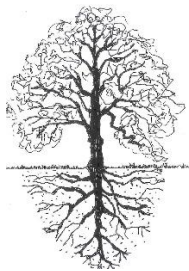
This inventory and all the evaluations were conducted during the dormant season. While we endeavor to evaluate the canopy of each tree based on twig condition, there may be conditions which cannot be detected at this time of the year.

Blackberries, Poison Oak and/or Debris (such as limbs, firewood, garbage, etc) visually inhibit the observation of critical defects at the base of a tree such as decay or evidence of decay agents (mushrooms or conks). They also can hide ground heaving, compacted soil, soil contamination, and many other critical evaluation details. Whenever these conditions exist, the visual assessment was limited and the tree should be reevaluated upon removal of the inhibiting condition.

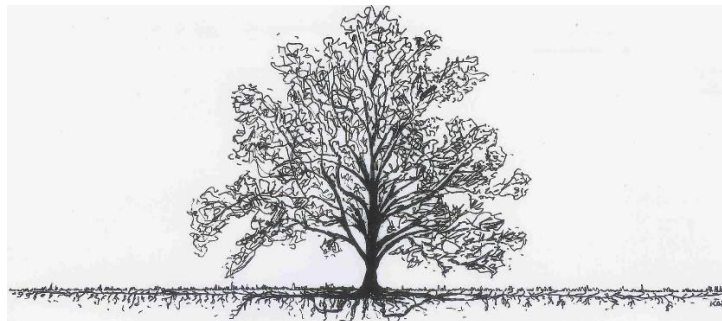
Discussion

Root Structure

The majority of a tree's roots are contained in a radius from the main trunk outward approximately two to three times the canopy of the tree. These roots are located in the top 6" to 3' of soil. It is a common misconception that a tree underground resembles the canopy (see Drawing A below). The correct root structure of a tree is in Drawing B. Accordingly, tree protection during development involves preserving an area that extends beyond the dripline.



Drawing A
***Common misconception of where
tree roots are assumed to be
located***



Drawing B
The reality of where roots are located

Conclusion

There are 11 trees surveyed of which 11 qualify as protected trees as defined by the City of Roseville municipal code, Title 19, Article IV, Chapter 19.66 Tree Preservation. There are six (6) trees off site which would be impacted by the development of the site.

Protected Tree Status	Tree Count	Inches ⁶
Trees to Remain on the Site without Impact	0	—
Trees Proposed for Removal	0	—
Trees with Impacts Causing Early Demise	1 (TBD #4453)	TBD
Trees with Impacts to be Determined	5 (4454-57 and 4459)	TBD

Projected development impacts are based solely on distance relationships between tree location and grading and/or trenching. Field inspections and findings during the project at the time of grading and trenching can change relative impacts. Closely followed guidelines and restrictions can result in a higher chance of survival, while restrictions that are overlooked can result in a dramatically lower chance of survival. **The final impact will be measured at project completion and reported by the project arborist in the 'Final Compliance Letter'.**

⁶ Inches are DBH for single trunk trees and DBH added together for multi-stem trees

Chart C – Trees Proposed for Removal or Impact

Field Tag #	Species Common Name	Species Botanical Name	DBH	Measured Canopy Radius	Protected Root Zone calculated	City of Roseville Tree Rating	Arborist Rating	Development Status	Impact Notes	Impact Term
4453	Blue Oak	Quercus douglasii	26 @ 3'	25	33	Fair	3 Fair - Minor Problems	Preserve with Impact	±10' to retaining wall, impacts based on 8' trunk to fence distance	35% Moderate to Severe
4454	Blue Oak	Quercus douglasii	16	23	20	Fair to Poor	2 Major Structure or Health Problems	Preserve with Impact	±10' to retaining wall, impacts based on 8' trunk to fence distance	25% Moderate
4455	Blue Oak	Quercus douglasii	15	19	19	Poor	1 Extreme Structure or Health Problems	Remove	Recommended for Removal. Impacts will not substantially change the SULE ⁷	Not Calculated
4456	Interior Live Oak	Quercus wislizenii	40 @ 1'	30	50	Fair	3 Fair - Minor Problems	Preserve with Impact	±10' to retaining wall, impacts based on 8' trunk to fence distance	26% Moderate
4457	Blue Oak	Quercus douglasii	18	20	23	Fair	2 Major Structure or Health Problems	Preserve with Impact	±15' to retaining wall, impacts based on 12' trunk to fence distance	18% Moderate
4459	Blue Oak	Quercus douglasii	21 @ 3'	23	26	Poor	1 Extreme Structure or Health Problems	Remove	Recommended for Removal. Impacts will not substantially change the SULE	Not Calculated

⁷ SULE – Safe & Useful Life Expectancy

Chart D – Tree Preservation Restrictions

Field Tag #	Species Common Name	Species Botanical Name	DBH	Measured Canopy Radius	Protected Root Zone calculated	Impact Notes	Impact Term	Development Restrictions
4453	Blue Oak	Quercus douglasii	26 @ 3'	25	33	±10' to retaining wall, impacts based on 8' trunk to fence distance	35% Moderate to Severe	Pretreat with chemical stress application and preventative for leaf feeding insects and fungicide; install fencing a minimum of 40' southwest and 8' from trunk along proposed retaining wall and extending to include trees 4454 and 4456. See recommended fencing diagram; provide summer irrigation once per month if grading occurs between May and October. Re-evaluate for clearance pruning prior to commencement of grading
4454	Blue Oak	Quercus douglasii	16	23	20	±10' to retaining wall, impacts based on 8' trunk to fence distance	25% Moderate	Install exclusionary fencing at minimum of 8' from trunk. Follow all general recommendations
4455	Blue Oak	Quercus douglasii	15	19	19	Recommended for Removal. Impacts will not substantially change the SULE	Not Calculated	Re-evaluate for risk management
4456	Interior Live Oak	Quercus wislizenii	40 @ 1'	30	50	±10' to retaining wall, impacts based on 8' trunk to fence distance	26% Moderate	Pretreat with chemical stress application and preventative for leaf feeding insects and fungicide; install fencing a minimum of 8' from trunk along proposed retaining wall and extending to include trees 4458-4459. See recommended fencing diagram; provide summer irrigation once per month if grading occurs between May and October. Re-evaluate for clearance pruning prior to commencement of grading
4457	Blue Oak	Quercus douglasii	18	20	23	±15' to retaining wall, impacts based on 12' trunk to fence distance	18% Moderate	Install exclusionary fencing at minimum of 12' from trunk. Follow all general recommendations
4458	Interior Live Oak	Quercus wislizenii	16	0	20	±20' to retaining wall	Minor	Install exclusionary fencing at minimum of 17' from trunk. Follow all general recommendations
4459	Blue Oak	Quercus douglasii	21 @ 3'	23	26	Recommended for Removal. Impacts will not substantially change the SULE	Not Calculated	Re-evaluate for risk management
4460	Blue Oak	Quercus douglasii	14	15	18		Negligible	Install exclusionary fencing at minimum of 18' from trunk. Follow all general recommendations

CC Exhibit A

Field Tag #	Species Common Name	Species Botanical Name	DBH	Measured Canopy Radius	Protected Root Zone calculated	Impact Notes	Impact Term	Development Restrictions
4461	Blue Oak	Quercus douglasii	24 @ 3'	36	30		Negligible	Install exclusionary fencing at minimum of 30' from trunk. Follow all general recommendations
4462	Blue Oak	Quercus douglasii	15 @ 3'	13	19		Negligible	Install exclusionary fencing at minimum of 19' from trunk. Follow all general recommendations
4463	Blue Oak	Quercus douglasii	12	16	15		Negligible	Install exclusionary fencing at minimum of 15' from trunk. Follow all general recommendations

General Development Guidelines

- 1 No wheeled equipment or pickup trucks shall be allowed on site until exclusionary tree fencing is installed by project arborist.
- 2 All of the trees to be removed or pruned shall be chipped onsite to the greatest degree possible. The chips are to be used under the trees that are to remain as mulch in the Protected Root Zone.
- 3 All of the trees to remain shall have mulch installed in the Protected Root Zone 4 - 6" deep prior to grading and/or grubbing. It is preferred this mulch is from the trees to be removed, however, other mulch may be used but it is required to be arborist type woodchips (4 – 6" deep), but not redwood or cedar bark. Redwood or Cedar bark mulch will not be accepted. If applied, it will be required to be removed and placed on top of the required arborist type mulch.
- 4 All trees to be saved shall have their root zones and trunk(s) protected with exclusionary fencing. Unless otherwise specified by the City or County, a four (4') foot high orange or yellow plastic, high visibility fence shall be installed surrounding the trees' root zone (defined by canopy radius), hereafter referred to as the Protected Root Zone. The fence shall be staked 10' o.c. maximum spacing, with 5' steel "T" posts, 2" x 2" square or 2"+ Ø wood posts. The Protected Root Zone area shall extend out to the tree's longest dripline radius plus one foot, as a circle. See Arborist Report - Chart B for radius measurement for each individual tree. The fencing shall completely surround the trees' root zone and not be "U" shaped or open at any point. Whenever possible, include as many trees that are to be saved into one fenced exclusionary Protected Root Zone. The fencing shall be maintained and not moved or removed until the final arborist inspection at the completion of construction.
- 5 No material storage, people, portable outhouses, vehicles, or dogs shall be allowed in the Protected Root Zone.
- 6 Utility-trenching paths are to be placed outside the Protected Root Zone unless previously approved by project Arborist.
- 7 The cut and fill material excavated from or added to the lot can kill trees by removing too many roots, drying/wetting the soil, or by suffocating the roots with too much soil. If fill material is needed within 20' of the Protected Root Zone, properly designed aeration/ventilation systems made to protect the trees and allow for the fill material can be installed.
- 8 Limestone gravel shall not be used as base material or for drain rock as it will change the pH to be more alkaline, and may harm the trees.
- 9 Soil contamination shall be avoided by eliminating chemical dumping on the property that may infiltrate into the Protected Root Zone. **No**: washing, dumping, or contaminating the site including but not necessarily limited to the following: concrete from tools or trucks, paint materials, sheetrock mud or stucco materials, other chemicals, solvents, herbicides, etc.
- 10 Irrigation is required once per month for a trees to remain within 30' of any grading activity during the months of May - November, unless 1" of rain has been recorded within the 2 week period.
- 11 Irrigation is required as soon as the concrete is poured and footings and stem walls are backfilled. The protected trees within 30' should be watered to the point of soil saturation at a minimum depth of 12".
- 12 Do not nail, tie, screw, or fasten any signs, braces, etc. to the trees that are to remain.

- 13 Pruning is to be completed by a qualified ISA Certified Arborist or under the direct supervision of the project arborist. No cutting of live wood over 2"Ø shall be made. All cutting, pruning, trimming, cabling, guying, bracing, and lightning protection systems shall conform to the most current standards of the American National Standards Institute (ANSI). The current ANSI Tree Care Standards are A300 (Parts 1-4) 2000 to 2002 (copies at: www.ansi.org). The BMPs are "Best Management Practices", as companion publications to the ANSI Tree Care Standards, printed by the International Society of Arboriculture (copies at: www.isa-arbor.com). The BMP booklets explain the details of the ANSI Tree Care Standards and how to follow them correctly. Pruning of branches under 3" in diameter should be made with sharp hand tools: pruners, loppers, and/or handsaws, not chainsaws.
- 14 Chemical treatments to enhance the likelihood of tree survival may be required or recommended in supplemental inspections.

These important details will greatly increase the likelihood of survival for your protected trees.



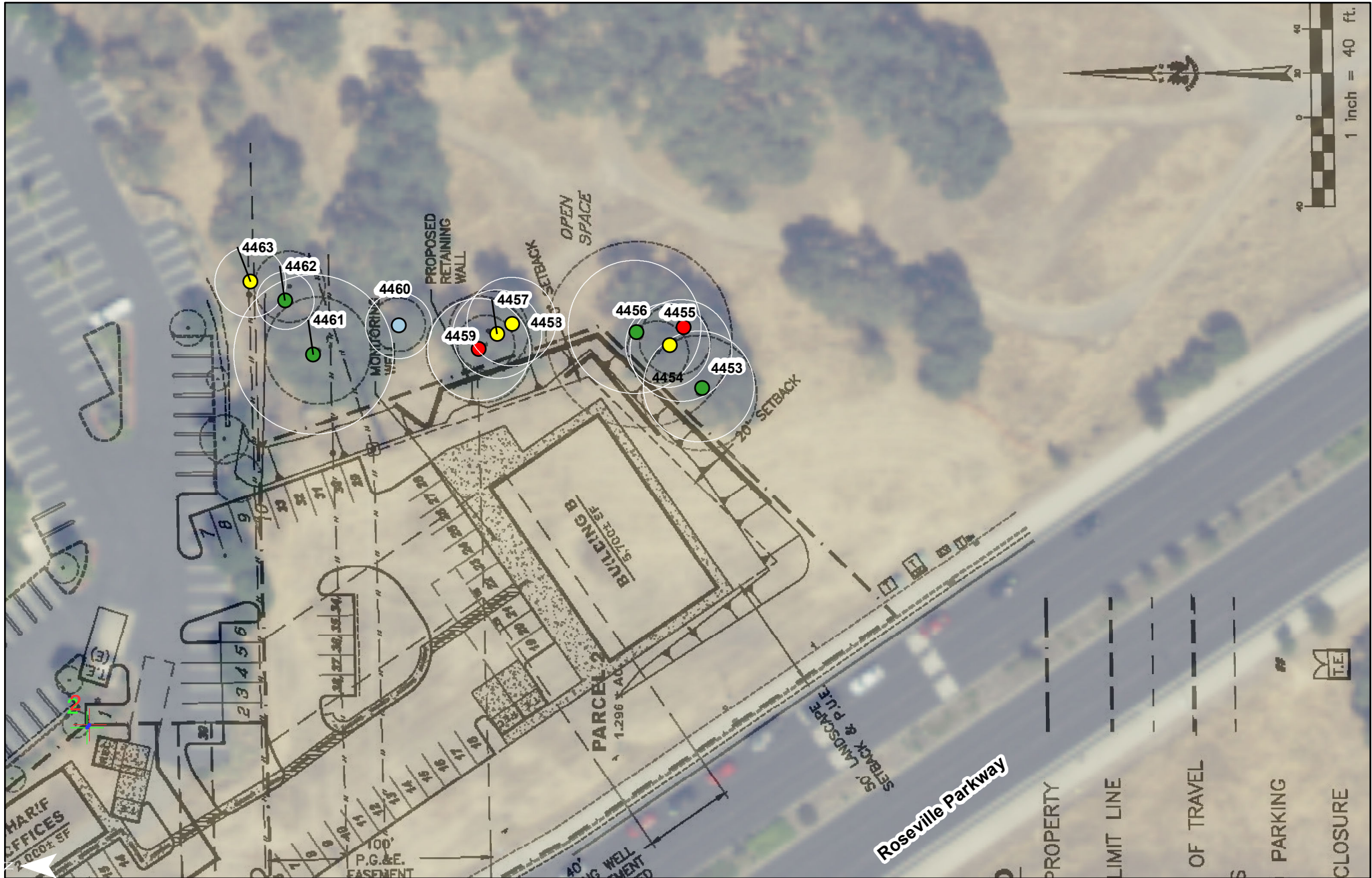
5/23/2018

1001 Creekside Ridge Drive

in
City of Roseville, California

Tree Rating		
1	Extreme Structure or Health Problems	3 Fair - Minor Problems
2	Major Structure or Health Problems	4 Good - No Apparent Problems
		Canopy

CC Exhibit A



0 0.0075 0.015 0.03 Miles

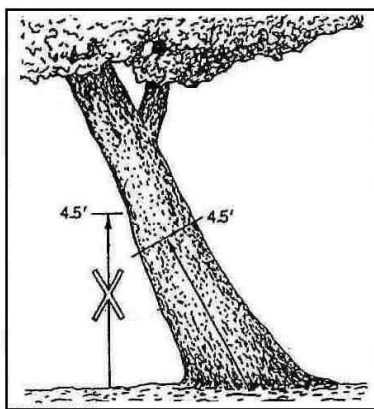
Please refer to the Arborist Report for additional information.
Parcels downloaded 05/23/2018 from County website.
Tree locations are approximate.

Tree Size Expressed by Trunk Diameter

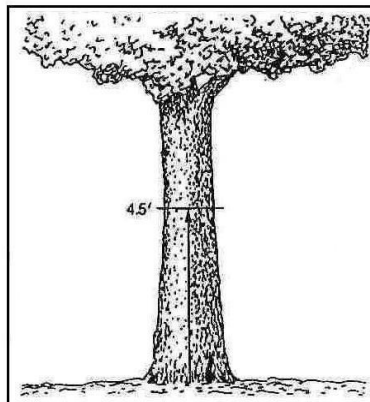
Tree SIZE Expressed by Trunk Diameter

"The height at which the trunk diameter of a tree is measured depends upon its size. The American Standard for Nursery Stock (ANSI, 1990) state that measurements shall be taken 6 inches (15 cm) above the ground for trunk diameters up to and including 4 inches (10 cm). Larger trees (assumed, but not stated, to be of transplantable size) are to be measured at 12 inches (30 cm). Trees normally considered too large to transplant are to be measured 4.5 feet [4'-6" is also called diameter breast high or dbh] (1.4 m) above the ground. Trees, like conifers, which have branches below 4.5 feet should be measured at a height that most effectively represents the size of the tree." The diameter is calculated by first measuring the circumference divided by 3.14 (π called pi) or by using a "diameter tape" whereon the inches are multiplied by π and shown to produce the diameter directly.

This is the dbh standard for measurement as shown in figure 4-2.



Figures 4-3 (top) and 4-4 (bottom). In each case, the trunk circumference should be measured at right angles to the trunk 4.5 feet (1.4 m) along the center of the trunk axis so the height is the average of the shortest and longest sides of the trunk.



Figures 4-2. Trees with fairly straight, upright trunks with the lowest branch arising on the trunk higher than 6 feet (1.8 m) above the ground should be measured at 4.5 feet (1.4 m).

There are some exceptions to the dbh standard as shown in the figures 4-3, 4-4, 4-5 & 4-6.

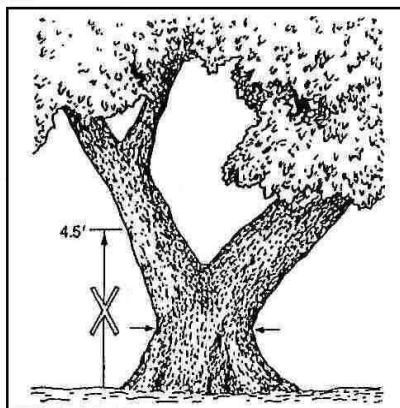
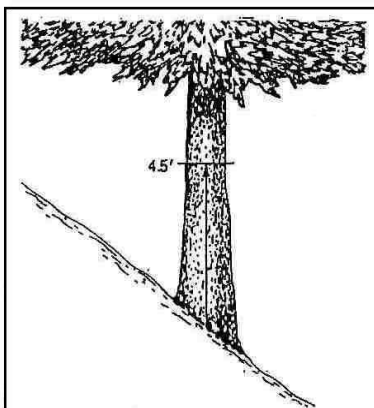


Figure 4-5. When low branches preclude measuring the trunk at 4.5 feet (1.4 m) measure the smallest circumference below the smallest branch. In this example, an alternative would be to determine the sum of the cross-sectional areas of the two stems measured about 12 inches (30 cm) above the crotch; then average the sum of the two branch areas and the smallest cross-sectional area below the branches. This may give a better estimate of tree size. Record the height of measurement(s) and the reasons the height or those heights were chosen.

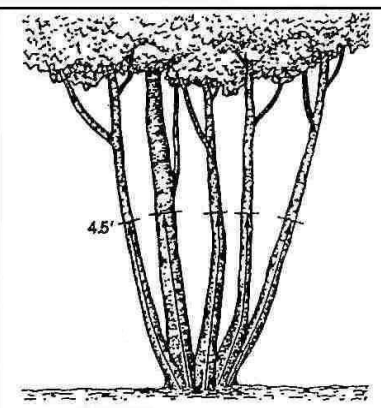


Figure 4-6. In a multi-stem tree, measure the trunk circumference of each trunk at 4.5 feet (1.4 m) above the ground. The area of each trunk is determined and then added together to obtain a trunk area that is representative of the size of the tree and each of the stems contribute its proportionate share to the canopy.

ABACUS

"Where Every Detail Counts"



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Tree SIZE Expressed by Trunk Diameter

Scale: NTS

Drawing: TSE

ABACUS

CONSULTING ARBORISTS



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Auburn, CA 95604

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(530) 305-0165

Nicole.Abacus@gmail.com

Disclosure, Assumptions and Disclaimer

- 1) I, Nicole Harrison, *ISA Certified Arborist WE-6500AM*, with “**ABACUS**”, did personally inspect the site and investigated the tree(s) as mentioned in this report and I performed all aspects of this report unless noted otherwise in the report.
- 2) We have neither financial interest in the tree work that may or may not be done, nor financial interest in the property where the tree(s) is (are) located unless noted within the report.
- 3) All opinions and recommendations expressed herein this report are ours solely. We have used our specialized education, knowledge, training and experience to examine the tree(s) and to make our opinions and recommendations to enhance the beauty, health and longevity, with an attempt to reduce the risk of who and/or what is near these trees. We cannot guarantee or warranty that a tree will not be healthy or safe under all circumstances, nor for a specific period of time or that problems may not arise in the future.
- 4) Our report with its opinions and recommendations are limited to the tree(s) inspected.
- 5) We attempt to be cognizant of the whole scope of a project, but many matters are beyond the scope of our professional consulting arborist services such as: exact property boundaries, property ownership, site lines, easements, codes, covenants & restrictions (CC&Rs), disputed between neighbors, and other issues.
- 6) We rely on the information disclosed to us and assume the information to be complete, true, and accurate.
- 7) The inspection is limited to visual examination of accessible items of the tree(s), from the ground unless otherwise noted, without excavation, probing, boring, or dissection, unless noted otherwise. Only information covered in this report was examined, and reflects the condition of those inspected items at that specific time.
- 8) Clients may choose to accept or disregard these opinions and recommendations of the arborist or to seek additional advice.
- 9) This report is copyrighted. Any modification or partial use shall nullify the whole report. Do not copy without written permission. This report is for the client and the client's assignees.
- 10) Sketches, diagrams, graphs, drawings, and photographs within this report are intended as visual aids and are not necessarily to scale, and should not be construed as engineering or architectural detail, reports or surveys.
- 11) We shall not attend or give a deposition and/or attend court by reason of this report unless fees are contracted for in advance, according to our standard fee schedule, adjusted yearly, for such services as described.

Signed: _____

A handwritten signature in blue ink, appearing to be 'NH', written over a horizontal line.

Arborist Report by:

ABACUS

Nicole Harrison © 2018

Creekside C6 Retail - Placer-Sacramento County, Annual

Creekside C6 Retail
Placer-Sacramento County, Annual**1.0 Project Characteristics****1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	2.00	1000sqft	0.05	2,000.00	0
Regional Shopping Center	4.50	1000sqft	0.10	4,500.00	0
Regional Shopping Center	6.00	1000sqft	0.14	6,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	74
Climate Zone	2			Operational Year	2020
Utility Company	Roseville Electric				
CO2 Intensity (lb/MW hr)	793.8	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - 1 sharif jeweler retail building, 1 sharif office building, 1 three tenant retail building

Construction Phase - assumed construction timeline. not based on actual data from the applicant

Creekside C6 Retail - Placer-Sacramento County, Annual

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	5.00	23.00
tblConstructionPhase	NumDays	100.00	285.00
tblConstructionPhase	NumDays	2.00	23.00
tblConstructionPhase	NumDays	5.00	21.00
tblConstructionPhase	NumDays	1.00	22.00
tblConstructionPhase	PhaseEndDate	8/6/2019	8/5/2020
tblConstructionPhase	PhaseEndDate	7/23/2019	6/4/2020
tblConstructionPhase	PhaseEndDate	3/5/2019	5/2/2019
tblConstructionPhase	PhaseEndDate	7/30/2019	7/3/2020
tblConstructionPhase	PhaseEndDate	3/1/2019	4/1/2019
tblConstructionPhase	PhaseStartDate	7/31/2019	7/4/2020
tblConstructionPhase	PhaseStartDate	3/6/2019	5/3/2019
tblConstructionPhase	PhaseStartDate	3/2/2019	4/2/2019
tblConstructionPhase	PhaseStartDate	7/24/2019	6/5/2020
tblGrading	AcresOfGrading	11.00	0.50

2.0 Emissions Summary

Creekside C6 Retail - Placer-Sacramento County, Annual

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2019	0.1044	1.0702	0.8061	1.3200e-003	0.0141	0.0627	0.0769	6.1900e-003	0.0579	0.0641	0.0000	118.6457	118.6457	0.0337	0.0000	119.4883
2020	0.1190	0.6053	0.5231	8.5000e-004	4.0600e-003	0.0348	0.0388	1.1000e-003	0.0321	0.0332	0.0000	74.8015	74.8015	0.0214	0.0000	75.3376
Maximum	0.1190	1.0702	0.8061	1.3200e-003	0.0141	0.0627	0.0769	6.1900e-003	0.0579	0.0641	0.0000	118.6457	118.6457	0.0337	0.0000	119.4883

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2019	0.1044	1.0702	0.8061	1.3200e-003	0.0141	0.0627	0.0769	6.1900e-003	0.0579	0.0641	0.0000	118.6455	118.6455	0.0337	0.0000	119.4881
2020	0.1190	0.6053	0.5231	8.5000e-004	4.0600e-003	0.0348	0.0388	1.1000e-003	0.0321	0.0332	0.0000	74.8014	74.8014	0.0214	0.0000	75.3375
Maximum	0.1190	1.0702	0.8061	1.3200e-003	0.0141	0.0627	0.0769	6.1900e-003	0.0579	0.0641	0.0000	118.6455	118.6455	0.0337	0.0000	119.4881

[illegible]

Creekside C6 Retail - Placer-Sacramento County, Annual

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	3-1-2019	5-31-2019	0.3317	0.3317
2	6-1-2019	8-31-2019	0.3636	0.3636
3	9-1-2019	11-30-2019	0.3598	0.3598
4	12-1-2019	2-29-2020	0.3365	0.3365
5	3-1-2020	5-31-2020	0.3280	0.3280
6	6-1-2020	8-31-2020	0.1804	0.1804
		Highest	0.3636	0.3636

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.0546	0.0000	1.2000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.2000e-004	2.2000e-004	0.0000	0.0000	2.4000e-004
Energy	8.4000e-004	7.6400e-003	6.4100e-003	5.0000e-005		5.8000e-004	5.8000e-004		5.8000e-004	5.8000e-004	0.0000	60.0947	60.0947	2.0500e-003	5.4000e-004	60.3081
Mobile	0.1343	0.8888	1.3350	4.3700e-003	0.2971	4.8200e-003	0.3020	0.0799	4.5400e-003	0.0845	0.0000	402.1125	402.1125	0.0198	0.0000	402.6064
Waste						0.0000	0.0000		0.0000	0.0000	2.6166	0.0000	2.6166	0.1546	0.0000	6.4824
Water						0.0000	0.0000		0.0000	0.0000	0.3595	3.0832	3.4427	0.0370	9.0000e-004	4.6354
Total	0.1898	0.8965	1.3415	4.4200e-003	0.2971	5.4000e-003	0.3025	0.0799	5.1200e-003	0.0851	2.9761	465.2906	468.2666	0.2135	1.4400e-003	474.0325

Creekside C6 Retail - Placer-Sacramento County, Annual

2.2 Overall Operational**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.0546	0.0000	1.2000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.2000e-004	2.2000e-004	0.0000	0.0000	2.4000e-004
Energy	8.4000e-004	7.6400e-003	6.4100e-003	5.0000e-005		5.8000e-004	5.8000e-004		5.8000e-004	5.8000e-004	0.0000	60.0947	60.0947	2.0500e-003	5.4000e-004	60.3081
Mobile	0.1343	0.8888	1.3350	4.3700e-003	0.2971	4.8200e-003	0.3020	0.0799	4.5400e-003	0.0845	0.0000	402.1125	402.1125	0.0198	0.0000	402.6064
Waste						0.0000	0.0000		0.0000	0.0000	2.6166	0.0000	2.6166	0.1546	0.0000	6.4824
Water						0.0000	0.0000		0.0000	0.0000	0.3595	3.0832	3.4427	0.0370	9.0000e-004	4.6354
Total	0.1898	0.8965	1.3415	4.4200e-003	0.2971	5.4000e-003	0.3025	0.0799	5.1200e-003	0.0851	2.9761	465.2906	468.2666	0.2135	1.4400e-003	474.0325

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

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Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	3/1/2019	4/1/2019	5	22	
2	Grading	Grading	4/2/2019	5/2/2019	5	23	
3	Building Construction	Building Construction	5/3/2019	6/4/2020	5	285	
4	Paving	Paving	6/5/2020	7/3/2020	5	21	
5	Architectural Coating	Architectural Coating	7/4/2020	8/5/2020	5	23	

Acres of Grading (Site Preparation Phase): 0.5

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 18,750; Non-Residential Outdoor: 6,250; Striped Parking Area: 0
(Architectural Coating – sqft)

OffRoad Equipment

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Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	4	6.00	9	0.56
Grading	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	4.00	231	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	7.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Grading	Rubber Tired Dozers	1	1.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Grading	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	2	5.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	4.00	2.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	1.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

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3.2 Site Preparation - 2019**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.7000e-004	0.0000	2.7000e-004	3.0000e-005	0.0000	3.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.9100e-003	0.0981	0.0456	1.1000e-004		4.0400e-003	4.0400e-003		3.7200e-003	3.7200e-003	0.0000	9.6315	9.6315	3.0500e-003	0.0000	9.7076
Total	7.9100e-003	0.0981	0.0456	1.1000e-004	2.7000e-004	4.0400e-003	4.3100e-003	3.0000e-005	3.7200e-003	3.7500e-003	0.0000	9.6315	9.6315	3.0500e-003	0.0000	9.7076

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.1000e-004	1.5000e-004	1.5900e-003	0.0000	4.3000e-004	0.0000	4.3000e-004	1.1000e-004	0.0000	1.2000e-004	0.0000	0.3851	0.3851	1.0000e-005	0.0000	0.3854
Total	2.1000e-004	1.5000e-004	1.5900e-003	0.0000	4.3000e-004	0.0000	4.3000e-004	1.1000e-004	0.0000	1.2000e-004	0.0000	0.3851	0.3851	1.0000e-005	0.0000	0.3854

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3.2 Site Preparation - 2019**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.7000e-004	0.0000	2.7000e-004	3.0000e-005	0.0000	3.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.9100e-003	0.0981	0.0456	1.1000e-004		4.0400e-003	4.0400e-003		3.7200e-003	3.7200e-003	0.0000	9.6314	9.6314	3.0500e-003	0.0000	9.7076
Total	7.9100e-003	0.0981	0.0456	1.1000e-004	2.7000e-004	4.0400e-003	4.3100e-003	3.0000e-005	3.7200e-003	3.7500e-003	0.0000	9.6314	9.6314	3.0500e-003	0.0000	9.7076

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.1000e-004	1.5000e-004	1.5900e-003	0.0000	4.3000e-004	0.0000	4.3000e-004	1.1000e-004	0.0000	1.2000e-004	0.0000	0.3851	0.3851	1.0000e-005	0.0000	0.3854
Total	2.1000e-004	1.5000e-004	1.5900e-003	0.0000	4.3000e-004	0.0000	4.3000e-004	1.1000e-004	0.0000	1.2000e-004	0.0000	0.3851	0.3851	1.0000e-005	0.0000	0.3854

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3.3 Grading - 2019**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					8.6600e-003	0.0000	8.6600e-003	4.7600e-003	0.0000	4.7600e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0110	0.0989	0.0885	1.4000e-004		6.1800e-003	6.1800e-003		5.8900e-003	5.8900e-003	0.0000	12.0983	12.0983	2.3100e-003	0.0000	12.1559
Total	0.0110	0.0989	0.0885	1.4000e-004	8.6600e-003	6.1800e-003	0.0148	4.7600e-003	5.8900e-003	0.0107	0.0000	12.0983	12.0983	2.3100e-003	0.0000	12.1559

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.4000e-004	3.1000e-004	3.3300e-003	1.0000e-005	9.0000e-004	1.0000e-005	9.1000e-004	2.4000e-004	1.0000e-005	2.5000e-004	0.0000	0.8052	0.8052	2.0000e-005	0.0000	0.8058
Total	4.4000e-004	3.1000e-004	3.3300e-003	1.0000e-005	9.0000e-004	1.0000e-005	9.1000e-004	2.4000e-004	1.0000e-005	2.5000e-004	0.0000	0.8052	0.8052	2.0000e-005	0.0000	0.8058

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3.3 Grading - 2019**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					8.6600e-003	0.0000	8.6600e-003	4.7600e-003	0.0000	4.7600e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0110	0.0989	0.0885	1.4000e-004		6.1800e-003	6.1800e-003		5.8900e-003	5.8900e-003	0.0000	12.0983	12.0983	2.3100e-003	0.0000	12.1559
Total	0.0110	0.0989	0.0885	1.4000e-004	8.6600e-003	6.1800e-003	0.0148	4.7600e-003	5.8900e-003	0.0107	0.0000	12.0983	12.0983	2.3100e-003	0.0000	12.1559

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.4000e-004	3.1000e-004	3.3300e-003	1.0000e-005	9.0000e-004	1.0000e-005	9.1000e-004	2.4000e-004	1.0000e-005	2.5000e-004	0.0000	0.8052	0.8052	2.0000e-005	0.0000	0.8058
Total	4.4000e-004	3.1000e-004	3.3300e-003	1.0000e-005	9.0000e-004	1.0000e-005	9.1000e-004	2.4000e-004	1.0000e-005	2.5000e-004	0.0000	0.8052	0.8052	2.0000e-005	0.0000	0.8058

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3.4 Building Construction - 2019**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0828	0.8495	0.6525	9.8000e-004		0.0524	0.0524		0.0482	0.0482	0.0000	88.4899	88.4899	0.0280	0.0000	89.1898
Total	0.0828	0.8495	0.6525	9.8000e-004		0.0524	0.0524		0.0482	0.0482	0.0000	88.4899	88.4899	0.0280	0.0000	89.1898

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	7.7000e-004	0.0223	4.6200e-003	5.0000e-005	1.1300e-003	1.3000e-004	1.2600e-003	3.3000e-004	1.3000e-004	4.6000e-004	0.0000	4.8131	4.8131	2.5000e-004	0.0000	4.8195
Worker	1.3100e-003	9.5000e-004	0.0100	3.0000e-005	2.7200e-003	2.0000e-005	2.7400e-003	7.2000e-004	2.0000e-005	7.4000e-004	0.0000	2.4226	2.4226	7.0000e-005	0.0000	2.4243
Total	2.0800e-003	0.0232	0.0147	8.0000e-005	3.8500e-003	1.5000e-004	4.0000e-003	1.0500e-003	1.5000e-004	1.2000e-003	0.0000	7.2357	7.2357	3.2000e-004	0.0000	7.2437

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3.4 Building Construction - 2019**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0828	0.8495	0.6525	9.8000e-004		0.0524	0.0524		0.0482	0.0482	0.0000	88.4898	88.4898	0.0280	0.0000	89.1897
Total	0.0828	0.8495	0.6525	9.8000e-004		0.0524	0.0524		0.0482	0.0482	0.0000	88.4898	88.4898	0.0280	0.0000	89.1897

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	7.7000e-004	0.0223	4.6200e-003	5.0000e-005	1.1300e-003	1.3000e-004	1.2600e-003	3.3000e-004	1.3000e-004	4.6000e-004	0.0000	4.8131	4.8131	2.5000e-004	0.0000	4.8195
Worker	1.3100e-003	9.5000e-004	0.0100	3.0000e-005	2.7200e-003	2.0000e-005	2.7400e-003	7.2000e-004	2.0000e-005	7.4000e-004	0.0000	2.4226	2.4226	7.0000e-005	0.0000	2.4243
Total	2.0800e-003	0.0232	0.0147	8.0000e-005	3.8500e-003	1.5000e-004	4.0000e-003	1.0500e-003	1.5000e-004	1.2000e-003	0.0000	7.2357	7.2357	3.2000e-004	0.0000	7.2437

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3.4 Building Construction - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0483	0.4957	0.4137	6.4000e-004		0.0293	0.0293		0.0269	0.0269	0.0000	56.0339	56.0339	0.0181	0.0000	56.4869
Total	0.0483	0.4957	0.4137	6.4000e-004		0.0293	0.0293		0.0269	0.0269	0.0000	56.0339	56.0339	0.0181	0.0000	56.4869

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	4.1000e-004	0.0133	2.6300e-003	3.0000e-005	7.3000e-004	6.0000e-005	7.9000e-004	2.1000e-004	6.0000e-005	2.7000e-004	0.0000	3.0916	3.0916	1.5000e-004	0.0000	3.0954
Worker	7.8000e-004	5.4000e-004	5.8100e-003	2.0000e-005	1.7600e-003	1.0000e-005	1.7700e-003	4.7000e-004	1.0000e-005	4.8000e-004	0.0000	1.5183	1.5183	4.0000e-005	0.0000	1.5192
Total	1.1900e-003	0.0139	8.4400e-003	5.0000e-005	2.4900e-003	7.0000e-005	2.5600e-003	6.8000e-004	7.0000e-005	7.5000e-004	0.0000	4.6098	4.6098	1.9000e-004	0.0000	4.6146

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3.4 Building Construction - 2020**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0483	0.4957	0.4137	6.4000e-004		0.0293	0.0293		0.0269	0.0269	0.0000	56.0338	56.0338	0.0181	0.0000	56.4869
Total	0.0483	0.4957	0.4137	6.4000e-004		0.0293	0.0293		0.0269	0.0269	0.0000	56.0338	56.0338	0.0181	0.0000	56.4869

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	4.1000e-004	0.0133	2.6300e-003	3.0000e-005	7.3000e-004	6.0000e-005	7.9000e-004	2.1000e-004	6.0000e-005	2.7000e-004	0.0000	3.0916	3.0916	1.5000e-004	0.0000	3.0954
Worker	7.8000e-004	5.4000e-004	5.8100e-003	2.0000e-005	1.7600e-003	1.0000e-005	1.7700e-003	4.7000e-004	1.0000e-005	4.8000e-004	0.0000	1.5183	1.5183	4.0000e-005	0.0000	1.5192
Total	1.1900e-003	0.0139	8.4400e-003	5.0000e-005	2.4900e-003	7.0000e-005	2.5600e-003	6.8000e-004	7.0000e-005	7.5000e-004	0.0000	4.6098	4.6098	1.9000e-004	0.0000	4.6146

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3.5 Paving - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	8.1000e-003	0.0759	0.0747	1.2000e-004		4.1500e-003	4.1500e-003		3.8500e-003	3.8500e-003	0.0000	9.8626	9.8626	2.8700e-003	0.0000	9.9344
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	8.1000e-003	0.0759	0.0747	1.2000e-004		4.1500e-003	4.1500e-003		3.8500e-003	3.8500e-003	0.0000	9.8626	9.8626	2.8700e-003	0.0000	9.9344

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	6.5000e-004	4.6000e-004	4.9100e-003	1.0000e-005	1.4800e-003	1.0000e-005	1.4900e-003	4.0000e-004	1.0000e-005	4.0000e-004	0.0000	1.2810	1.2810	3.0000e-005	0.0000	1.2818
Total	6.5000e-004	4.6000e-004	4.9100e-003	1.0000e-005	1.4800e-003	1.0000e-005	1.4900e-003	4.0000e-004	1.0000e-005	4.0000e-004	0.0000	1.2810	1.2810	3.0000e-005	0.0000	1.2818

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3.5 Paving - 2020**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	8.1000e-003	0.0759	0.0747	1.2000e-004		4.1500e-003	4.1500e-003		3.8500e-003	3.8500e-003	0.0000	9.8626	9.8626	2.8700e-003	0.0000	9.9344
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	8.1000e-003	0.0759	0.0747	1.2000e-004		4.1500e-003	4.1500e-003		3.8500e-003	3.8500e-003	0.0000	9.8626	9.8626	2.8700e-003	0.0000	9.9344

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	6.5000e-004	4.6000e-004	4.9100e-003	1.0000e-005	1.4800e-003	1.0000e-005	1.4900e-003	4.0000e-004	1.0000e-005	4.0000e-004	0.0000	1.2810	1.2810	3.0000e-005	0.0000	1.2818
Total	6.5000e-004	4.6000e-004	4.9100e-003	1.0000e-005	1.4800e-003	1.0000e-005	1.4900e-003	4.0000e-004	1.0000e-005	4.0000e-004	0.0000	1.2810	1.2810	3.0000e-005	0.0000	1.2818

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3.6 Architectural Coating - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.0579					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.7900e-003	0.0194	0.0211	3.0000e-005		1.2800e-003	1.2800e-003		1.2800e-003	1.2800e-003	0.0000	2.9362	2.9362	2.3000e-004	0.0000	2.9419
Total	0.0607	0.0194	0.0211	3.0000e-005		1.2800e-003	1.2800e-003		1.2800e-003	1.2800e-003	0.0000	2.9362	2.9362	2.3000e-004	0.0000	2.9419

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.0000e-005	3.0000e-005	3.0000e-004	0.0000	9.0000e-005	0.0000	9.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0780	0.0780	0.0000	0.0000	0.0780
Total	4.0000e-005	3.0000e-005	3.0000e-004	0.0000	9.0000e-005	0.0000	9.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0780	0.0780	0.0000	0.0000	0.0780

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3.6 Architectural Coating - 2020**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.0579					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.7900e-003	0.0194	0.0211	3.0000e-005		1.2800e-003	1.2800e-003		1.2800e-003	1.2800e-003	0.0000	2.9362	2.9362	2.3000e-004	0.0000	2.9419
Total	0.0607	0.0194	0.0211	3.0000e-005		1.2800e-003	1.2800e-003		1.2800e-003	1.2800e-003	0.0000	2.9362	2.9362	2.3000e-004	0.0000	2.9419

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.0000e-005	3.0000e-005	3.0000e-004	0.0000	9.0000e-005	0.0000	9.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0780	0.0780	0.0000	0.0000	0.0780
Total	4.0000e-005	3.0000e-005	3.0000e-004	0.0000	9.0000e-005	0.0000	9.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0780	0.0780	0.0000	0.0000	0.0780

4.0 Operational Detail - Mobile

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4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.1343	0.8888	1.3350	4.3700e-003	0.2971	4.8200e-003	0.3020	0.0799	4.5400e-003	0.0845	0.0000	402.1125	402.1125	0.0198	0.0000	402.6064
Unmitigated	0.1343	0.8888	1.3350	4.3700e-003	0.2971	4.8200e-003	0.3020	0.0799	4.5400e-003	0.0845	0.0000	402.1125	402.1125	0.0198	0.0000	402.6064

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Office Building	22.06	4.92	2.10	40,052	40,052
Regional Shopping Center	192.15	224.87	113.58	325,412	325,412
Regional Shopping Center	256.20	299.82	151.44	433,883	433,883
Total	470.41	529.61	267.12	799,347	799,347

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Office Building	9.50	7.30	7.30	33.00	48.00	19.00	77	19	4
Regional Shopping Center	9.50	7.30	7.30	16.30	64.70	19.00	54	35	11
Regional Shopping Center	9.50	7.30	7.30	16.30	64.70	19.00	54	35	11

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4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
General Office Building	0.489257	0.041257	0.220156	0.132626	0.025790	0.006586	0.027831	0.045583	0.001467	0.001229	0.006102	0.000783	0.001333
Regional Shopping Center	0.489257	0.041257	0.220156	0.132626	0.025790	0.006586	0.027831	0.045583	0.001467	0.001229	0.006102	0.000783	0.001333

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	51.7823	51.7823	1.8900e-003	3.9000e-004	51.9462
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	51.7823	51.7823	1.8900e-003	3.9000e-004	51.9462
NaturalGas Mitigated	8.4000e-004	7.6400e-003	6.4100e-003	5.0000e-005		5.8000e-004	5.8000e-004		5.8000e-004	5.8000e-004	0.0000	8.3125	8.3125	1.6000e-004	1.5000e-004	8.3619
NaturalGas Unmitigated	8.4000e-004	7.6400e-003	6.4100e-003	5.0000e-005		5.8000e-004	5.8000e-004		5.8000e-004	5.8000e-004	0.0000	8.3125	8.3125	1.6000e-004	1.5000e-004	8.3619

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5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
General Office Building	32920	1.8000e-004	1.6100e-003	1.3600e-003	1.0000e-005		1.2000e-004	1.2000e-004		1.2000e-004	1.2000e-004	0.0000	1.7567	1.7567	3.0000e-005	3.0000e-005	1.7672
Regional Shopping Center	52650	2.8000e-004	2.5800e-003	2.1700e-003	2.0000e-005		2.0000e-004	2.0000e-004		2.0000e-004	2.0000e-004	0.0000	2.8096	2.8096	5.0000e-005	5.0000e-005	2.8263
Regional Shopping Center	70200	3.8000e-004	3.4400e-003	2.8900e-003	2.0000e-005		2.6000e-004	2.6000e-004		2.6000e-004	2.6000e-004	0.0000	3.7461	3.7461	7.0000e-005	7.0000e-005	3.7684
Total		8.4000e-004	7.6300e-003	6.4200e-003	5.0000e-005		5.8000e-004	5.8000e-004		5.8000e-004	5.8000e-004	0.0000	8.3125	8.3125	1.5000e-004	1.5000e-004	8.3619

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
General Office Building	32920	1.8000e-004	1.6100e-003	1.3600e-003	1.0000e-005		1.2000e-004	1.2000e-004		1.2000e-004	1.2000e-004	0.0000	1.7567	1.7567	3.0000e-005	3.0000e-005	1.7672
Regional Shopping Center	52650	2.8000e-004	2.5800e-003	2.1700e-003	2.0000e-005		2.0000e-004	2.0000e-004		2.0000e-004	2.0000e-004	0.0000	2.8096	2.8096	5.0000e-005	5.0000e-005	2.8263
Regional Shopping Center	70200	3.8000e-004	3.4400e-003	2.8900e-003	2.0000e-005		2.6000e-004	2.6000e-004		2.6000e-004	2.6000e-004	0.0000	3.7461	3.7461	7.0000e-005	7.0000e-005	3.7684
Total		8.4000e-004	7.6300e-003	6.4200e-003	5.0000e-005		5.8000e-004	5.8000e-004		5.8000e-004	5.8000e-004	0.0000	8.3125	8.3125	1.5000e-004	1.5000e-004	8.3619

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5.3 Energy by Land Use - Electricity**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
General Office Building	20020	7.2084	2.6000e-004	5.0000e-005	7.2313
Regional Shopping Center	53055	19.1031	7.0000e-004	1.4000e-004	19.1636
Regional Shopping Center	70740	25.4708	9.3000e-004	1.9000e-004	25.5514
Total		51.7823	1.8900e-003	3.8000e-004	51.9462

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
General Office Building	20020	7.2084	2.6000e-004	5.0000e-005	7.2313
Regional Shopping Center	53055	19.1031	7.0000e-004	1.4000e-004	19.1636
Regional Shopping Center	70740	25.4708	9.3000e-004	1.9000e-004	25.5514
Total		51.7823	1.8900e-003	3.8000e-004	51.9462

6.0 Area Detail

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6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.0546	0.0000	1.2000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.2000e-004	2.2000e-004	0.0000	0.0000	2.4000e-004
Unmitigated	0.0546	0.0000	1.2000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.2000e-004	2.2000e-004	0.0000	0.0000	2.4000e-004

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	5.7900e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.0488					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	1.0000e-005	0.0000	1.2000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.2000e-004	2.2000e-004	0.0000	0.0000	2.4000e-004
Total	0.0546	0.0000	1.2000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.2000e-004	2.2000e-004	0.0000	0.0000	2.4000e-004

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6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	5.7900e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.0488					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	1.0000e-005	0.0000	1.2000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.2000e-004	2.2000e-004	0.0000	0.0000	2.4000e-004
Total	0.0546	0.0000	1.2000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.2000e-004	2.2000e-004	0.0000	0.0000	2.4000e-004

7.0 Water Detail

7.1 Mitigation Measures Water

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	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	3.4427	0.0370	9.0000e-004	4.6354
Unmitigated	3.4427	0.0370	9.0000e-004	4.6354

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
General Office Building	0.355467 / 0.217867	1.0799	0.0116	2.8000e-004	1.4540
Regional Shopping Center	0.777761 / 0.476693	2.3628	0.0254	6.1000e-004	3.1814
Total		3.4427	0.0370	8.9000e-004	4.6354

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7.2 Water by Land Use**Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
General Office Building	0.355467 / 0.217867	1.0799	0.0116	2.8000e-004	1.4540
Regional Shopping Center	0.777761 / 0.476693	2.3628	0.0254	6.1000e-004	3.1814
Total		3.4427	0.0370	8.9000e-004	4.6354

8.0 Waste Detail**8.1 Mitigation Measures Waste****Category/Year**

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	2.6166	0.1546	0.0000	6.4824
Unmitigated	2.6166	0.1546	0.0000	6.4824

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8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
General Office Building	1.86	0.3776	0.0223	0.0000	0.9354
Regional Shopping Center	11.03	2.2390	0.1323	0.0000	5.5470
Total		2.6166	0.1546	0.0000	6.4824

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
General Office Building	1.86	0.3776	0.0223	0.0000	0.9354
Regional Shopping Center	11.03	2.2390	0.1323	0.0000	5.5470
Total		2.6166	0.1546	0.0000	6.4824

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

RESOLUTION NO. 19-113

AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION ON
CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE AND TO CHANGE THE TEXT
WITHIN THE LAND USE ELEMENT

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 North Central Roseville Specific Plan (NCRSP) Parcel 98A from Open Space (OS) to Regional Commercial (RC) (Exhibit B); and

WHEREAS, changing the land use designations necessitates amendments to the text related to said property within the Land Use Element of the General Plan of the City of Roseville (Exhibit B); and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments to the General Plan on February 28, 2019; and

WHEREAS, on February 28, 2019, the Planning Commission considered and adopted the Creekside Retail C6 and C7 Mitigated Declaration and associated Mitigation Monitoring and Reporting Program; and

WHEREAS, on April 3, 2019, the City Council held a public hearing at which time the proposed amendments were considered; and

WHEREAS, on April 3, 2019, the City Council considered the Creekside Retail C6 and C7 Mitigated Declaration and Mitigation Monitoring and Reporting Program adopted by the Planning Commission on February 28, 2019; and

WHEREAS, the Council of the City of Roseville desires to approve said amendments to the Roseville General Plan as conducive to public interest, health, safety and welfare, and consistent with the land use practices of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the amendments changing the Land Use Map and the text within the Land Use Element (attached as Exhibit B) are hereby adopted.

BE IT FURTHER RESOLVED, that the Development Services Director is hereby directed to retain said General Plan Amendments on permanent public display in the Development Services Department of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

City Clerk



PROJECT SUMMARY

OWNER

BRITANNIA PACIFIC PROPERTIES, INC.
(AS TO PARCEL 2)
C/O ALLEGIAN DEVELOPMENT CO., INC
2484 NATOMAS PARK DRIVE, SUITE 101
SACRAMENTO, CA 95833
CONTACT: TREY GUNDLACH
PHONE: (916) 273-4030
T.GUNDLACH@ADCREI.COM

ENGINEER

RSC ENGINEERING, INC.
2250 DOUGLAS BLVD., SUITE 150
ROSEVILLE, CA 95661
CONTACT: TIFFANY WILSON
PHONE: (916) 788-2884
T.WILSON@RSC-ENGR.COM

APN

PARCEL 2: 015-011-021

EXISTING GENERAL PLAN & SPECIFIC PLAN DESIGNATION

PARCEL 2: OPEN SPACE (OS)

EXISTING GENERAL PLAN & SPECIFIC PLAN DESIGNATION

PARCEL 2: REGIONAL COMMERCIAL (RC)

EXISTING PARCEL SIZE

PARCEL 2: 1.17± AC
(51,088± AF)

LEGEND

EXISTING PROPERTY LINE — — — — —

EASEMENTS - - - - -



PROJECT NO:	012-034
DRAWN BY:	RSC Eng
CHECKED BY:	RSC Eng
DESIGNED BY:	RSC Eng

GENERAL PLAN AMENDMENT AND SPECIFIC PLAN AMENDMENT CREEKSIDE C6 & C7 RETAIL

**1001 CREEKSIDE RIDGE DRIVE
ROSEVILLE, CA 95678**

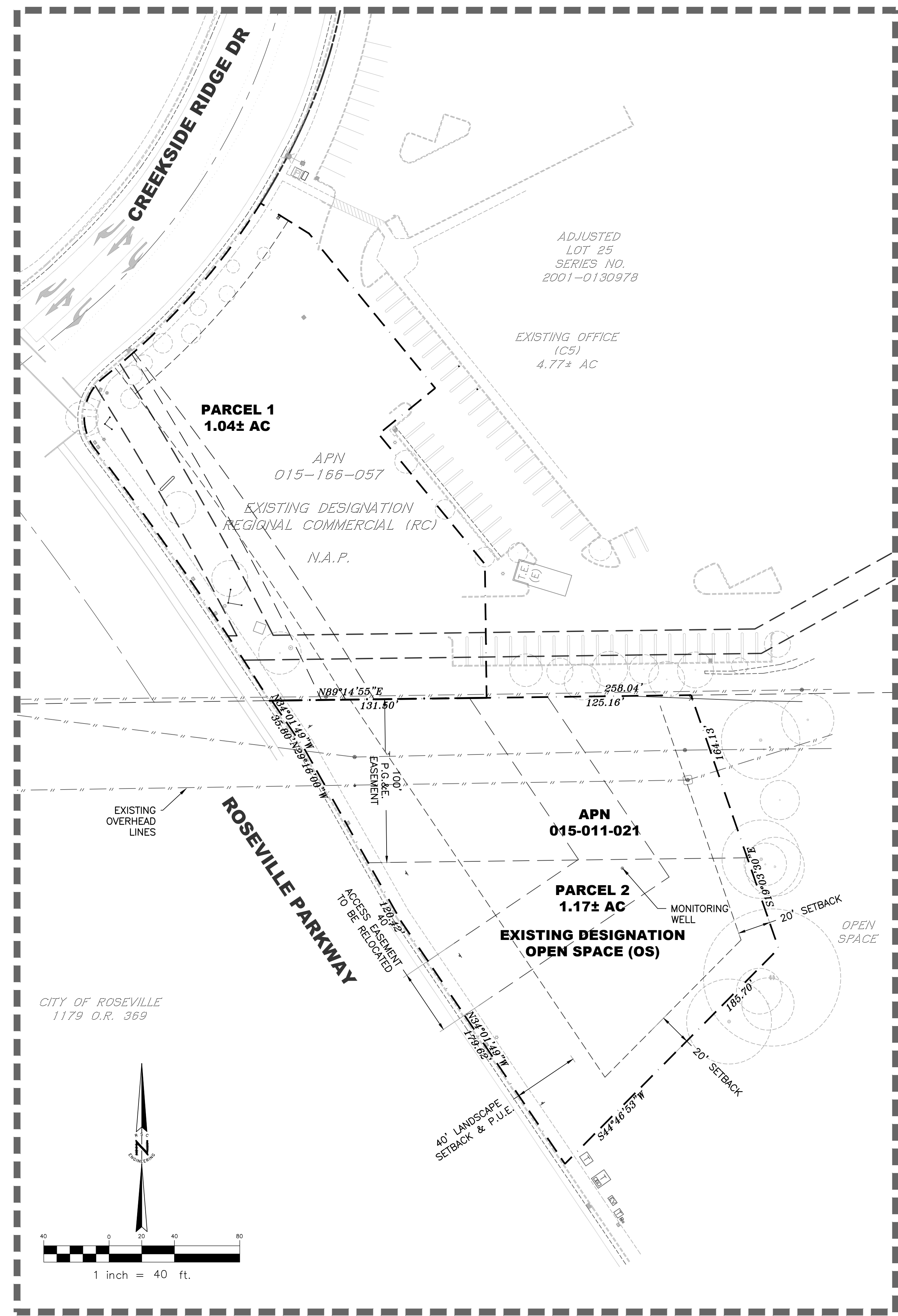
SHEET TITLE

GPA/SPA
EXHIBIT

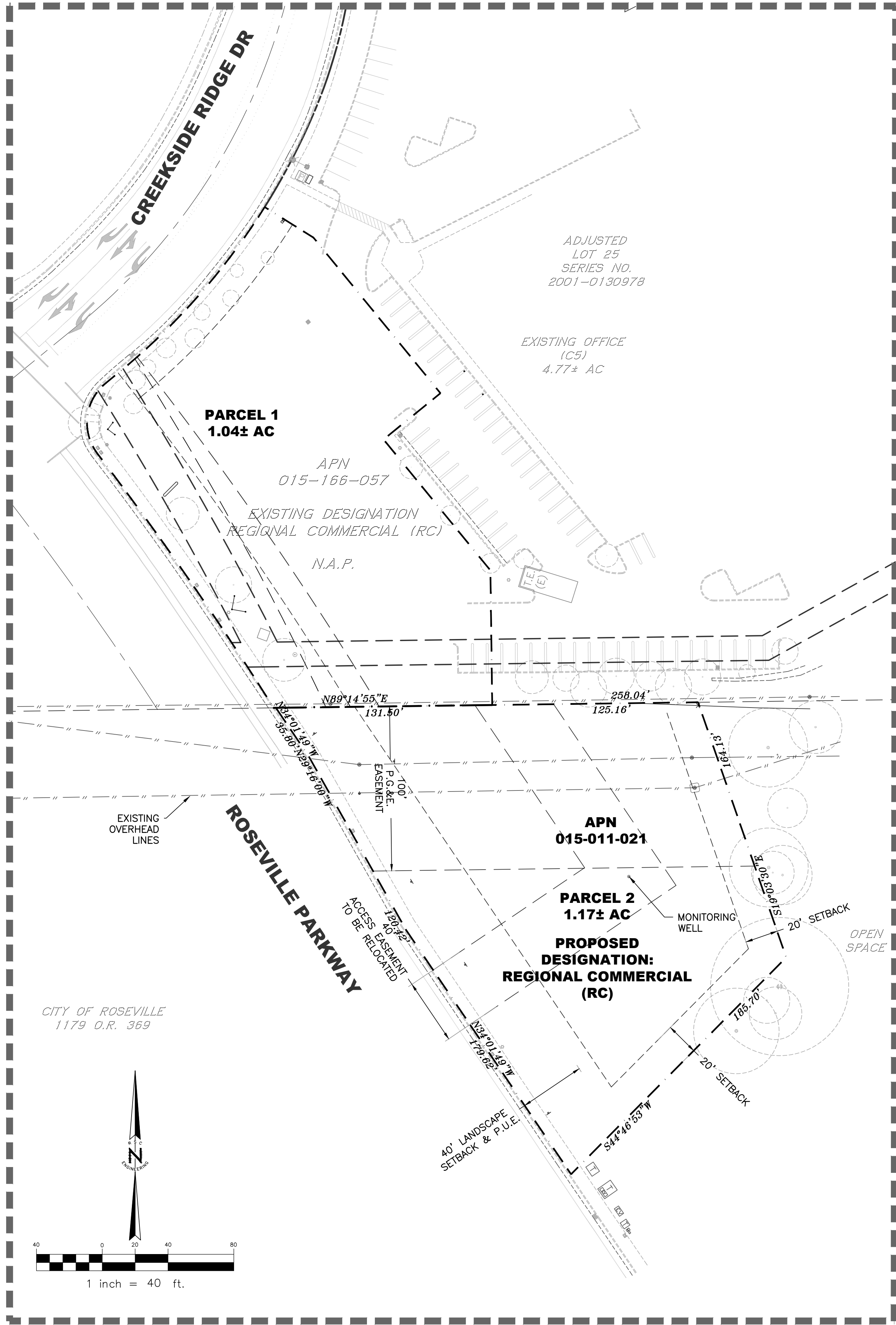
SHEET NO. **GPA/SPA**
OF

CITY OF ROSEVILLE APPROVAL

DATE: FEBRUARY 6 2019



**EXISTING GENERAL PLAN AND SPECIFIC PLAN DESIGNATION:
OPEN SPACE (OS)
EXISTING ACREAGE: 1.17± AC**



**PROPOSED GENERAL PLAN AND SPECIFIC PLAN DESIGNATION:
REGIONAL COMMERCIAL (RC)
EXISTING ACREAGE: 1.17± AC**

Xrefs: .\012034_XTOPO11.DWG
 .\012034_XPR2N11.DWG

DRAWING: P:\012-034\Planning\Conceptual\012034_GPA11.DWG
USER: RWILSON
LAST MODIFIED: Feb. 07, 19 - 11:18
PLOT DATE: Feb 07, 2019 - 11:18:32 AM

CC Exhibit B

**TABLE II-2
TOTAL LAND USE ALLOCATION**

USE CATEGORY	GROSS ¹ ACRES	% OF TOTAL ACRES
Residential (RES)	12,854	45%
Commercial (COM)	2,276 2,277	8%
Business Professional (BP)	792	3%
Industrial (IND)	2,369	8%
Open Space (OS)	3,151 3,150	11%
Park & Recreation (PR)	2,136	8%
Public/Quasi Public (P/QP)	2,719	10%
Right of Way (ROW)	1,978	7%
TOTAL	28,274	100%

SOURCE: City of Roseville Planning Division
Updated: September 6, 2017

**TABLE II-3
LAND USE ALLOCATION BY INCORPORATED SUBAREA (in acres)**

SUBAREA	RES	COM ²	BP	IND ³	OS ⁴	PR ⁵	P/QP ⁶	ROW	TOTAL ACRES
INFILL	3,349	571	201	914	479	465	2,109	426	8,514
SERSP	559	83	99	0	74	111	20	78	1,024
NERSP	132	300	308	0	94	13	10	97	954
NWRSP	1,759	119	11	0	155	353	107	159	2,663
NCRSP	656	339 340	162	78	183 182	100	75	232	1,825
NIPA	307	68	6	1,287	173	53	9	129	2,031
DWSP	659	13	0	0	98	378	4	51	1,203
HRNSP	294	162	0	0	37	37	48	99	677
NRSP	998	81	0	0	184	117	68	121	1,569
SRSP	616	35	5	0	270	78	23	90	1,117
WRSP	1,758	55	0	88	705	251	147	190	3,194
RGSP	21	29	0	0	0	0	0	0	50
DTSP	27	110	0	2	0	37	0	0	176
SVSP	1,133	241	0	0	357	105	72	173	2,081
CSP	248	19	0	0	177	16	10	32	502
ARSP	338	51	0	0	165	22	17	101	694
TOTAL ACRES	12,854	2,276 2,277	792	2,369	3,151 3,150	2,136	2,719	1,978	28,274

SOURCE: City of Roseville Planning Division
Updated: September 6, 2017

¹ Gross acreage includes road and highway rights-of-way, easements, etc.

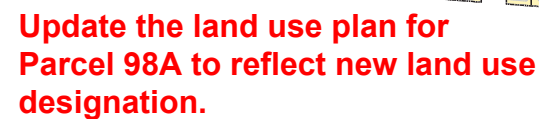
² Commercial includes neighborhood commercial, community commercial, regional commercial and central business district.

³ Industrial includes general industrial, light industrial, and transfer station.

⁴ Open Space includes open space, floodway open space, paseos, wildlife/vernal pool preserves, and 80 acres of Urban Reserve.

⁵ Parks and Recreation includes developed park and recreation areas and golf courses.

⁶ Public/Quasi Public includes: schools, churches, fire stations, electrical substations, corporation yards, well sites, tank and pump station sites, solid waste recycled drop off and park & ride lots.



RESOLUTION NO. 19-114

AMENDING THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN

WHEREAS, a proposal has been submitted to amend the land use designation on North Central Roseville Specific Plan Parcel 98A from Open Space (OS) to Regional Commercial (RC) (Exhibit C); and

WHEREAS, changing the land use designation necessitates amendments to the text related to said property within the North Central Roseville Specific Plan (Exhibit C); and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments to the North Central Roseville Specific Plan on February 28, 2019; and

WHEREAS, on February 28, 2019, the Planning Commission considered and adopted the Creekside Retail C6 and C7 Mitigated Declaration and associated Mitigation Monitoring and Reporting Program; and

WHEREAS, the Specific Plan Amendment is consistent with the adopted City of Roseville General Plan, as proposed and revised; and

WHEREAS, on April 3, 2019, the City Council considered the Creekside Retail C6 and C7 Mitigated Declaration and Mitigation Monitoring and Reporting Program adopted by the Planning Commission on February 28, 2019; 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 North Central Roseville Specific Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the amendments changing the specific plan land use designations and specific plan text within the North Central Roseville Specific Plan (attached as Exhibit C) are hereby adopted.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

City Clerk



CC Exhibit C

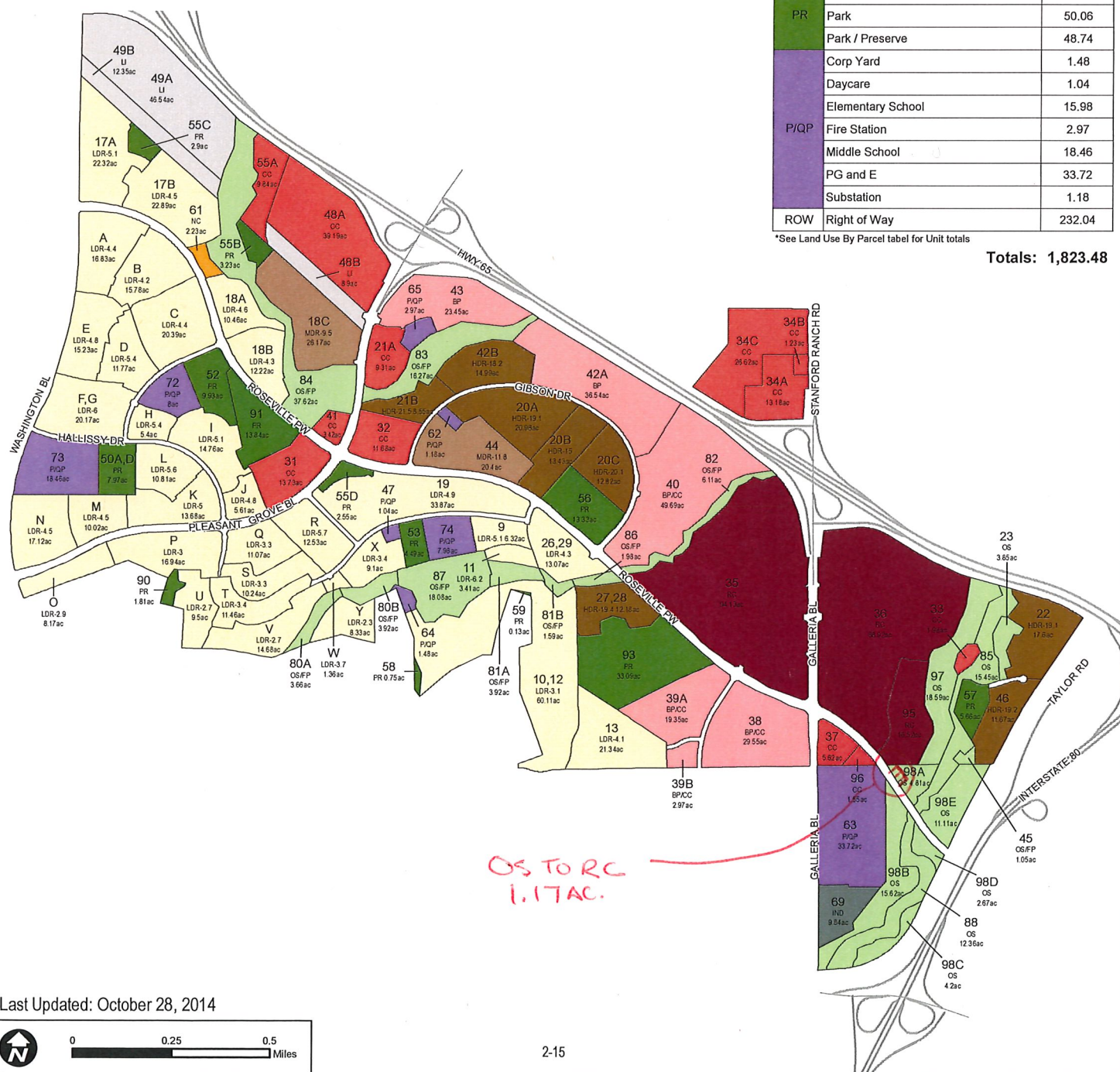
NORTH CENTRAL LAND USE PLAN

Figure 2-4

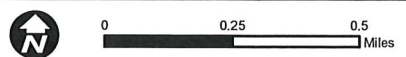
Land Use Designation		Acres
LDR	Residential	496.96
MDR	Residential	46.57
HDR	Residential	112.22
NC	Neighborhood Commercial	2.23
CC	Commercial	137.35
RC	Regional Commercial	200.74 199.57
BP	Business Professional	59.99
	Business Professional / Commercial	101.55
LI	Light Industrial	46.54
	Light Industrial / Reserve	21.25
IND	Industrial	9.84
	Lower Watershed	120.96
OS	Open Space / Recreation	37.24 36.41
	Slope Easement	18.59
	Wetland Preserve	4.90
PR	Golf Course	0.88
	Park	50.06
	Park / Preserve	48.74
	Corp Yard	1.48
	Daycare	1.04
	Elementary School	15.98
P/QP	Fire Station	2.97
	Middle School	18.46
	PG and E	33.72
	Substation	1.18
ROW	Right of Way	232.04

*See Land Use By Parcel label for Unit totals

Totals: 1,823.48



Last Updated: October 28, 2014



CC Exhibit C

North Central Land Use by Parcel Number

Parcel	General Plan Land Use (Specific Plan Land Use)	Zoning	Acres	Allocated Units	Finalized Units	Available Units	Density
A	LDR (Residential)	R1/DS	16.83	74	74	0	4.4
B	LDR (Residential)	R1/DS	15.78	67	67	0	4.2
C	LDR (Residential)	R1/DS	20.39	90	90	0	4.4
D	LDR (Residential)	R1/DS	11.77	63	63	0	5.4
E	LDR (Residential)	R1/DS	15.23	73	73	0	4.8
F,G	LDR (Residential)	RS/DS	20.17	121	121	0	6.0
H	LDR (Residential)	RS/DS	5.40	29	29	0	5.4
I	LDR (Residential)	RS/DS	14.76	75	75	0	5.1
J	LDR (Residential)	RS/DS	5.61	27	27	0	4.8
K	LDR (Residential)	RS/DS	13.68	68	68	0	5.0
L	LDR (Residential)	RS/DS	10.81	61	61	0	5.6
M	LDR (Residential)	R1/DS	10.02	45	45	0	4.5
N	LDR (Residential)	R1/DS	17.12	77	77	0	4.5
O	LDR (Residential)	R1/DS	8.17	24	24	0	2.9
P	LDR (Residential)	R1/DS	16.94	50	50	0	3.0
Q	LDR (Residential)	R1/DS	11.07	36	36	0	3.3
R	LDR (Residential)	RS/DS	12.53	71	71	0	5.7
S	LDR (Residential)	R1/DS	10.24	34	34	0	3.3
T	LDR (Residential)	R1/DS	11.46	39	39	0	3.4
U	LDR (Residential)	R1/DS	9.50	26	26	0	2.7
V	LDR (Residential)	R1/DS	14.68	40	40	0	2.7
W	LDR (Residential)	R1/DS	1.36	5	5	0	3.7
X	LDR (Residential)	R1/DS	9.10	31	31	0	3.4
Y	LDR (Residential)	R1/DS	8.33	19	19	0	2.3
9	LDR (Residential)	RS	6.32	32	32	0	5.1
10,12	LDR (Residential)	R1/DS-NC	60.11	185	185	0	3.1
11	LDR (Residential)	RS	3.41	21	21	0	6.2
13	LDR (Residential)	RS/DS	21.34	88	88	0	4.1
17A	LDR (Residential)	RS	22.32	113	113	0	5.1
17B	LDR (Residential)	RS	22.89	104	104	0	4.5
18A	LDR (Residential)	RS	10.46	48	48	0	4.6
18B	LDR (Residential)	RS	12.22	53	53	0	4.3
18C	MDR (Residential)	R3	26.17	248	248	0	9.5
19	LDR (Residential)	RS	33.87	165	165	0	4.9
20A	HDR (Residential)	R3	20.98	400	400	0	19.1
20B	HDR (Residential)	R3	13.43	202	202	0	15.0
20C	HDR (Residential)	R3	12.82	258	258	0	20.1
21A	CC (Commercial)	CC	9.31				
21B	HDR (Residential)	R3	8.55	184	184	0	21.5
22	HDR (Residential)	R3	17.60	336	336	0	19.1
23	OS (Wetland Preserve)	OS	3.85				
26,29	LDR (Residential)	R1/DS	13.07	56	56	0	4.3
27,28	HDR (Residential)	R3/DS-NC	12.18	236	236	0	19.4
31	CC (Commercial)	CC/SA-NC	13.73				
32	CC (Commercial)	CC/SA-NC	11.68				
33	CC (Commercial)	CC/SA-NC	1.98				
34A	CC (Commercial)	GC/SA-NC	13.18				
34B	CC (Commercial)	GC/SA-NC	1.23				
34C	CC (Commercial)	GC/SA-NC	26.62				
35	RC (Regional Commercial)	RC/SA-NC	94.13				
36	RC (Regional Commercial)	RC/SA-NC	88.92				
37	CC (Commercial)	CC/SA-NC	5.62				
38	BP (Business Professional /Commercial)	CC/SA-NC	29.55				
39A	BP (Business Professional /Commercial)	CC/SA-NC	19.35				
39B	BP (Business Professional /Commercial)	CC/SA-NC	2.97				
40	BP (Business Professional /Commercial)	CC/SA-NC	49.69				

CC Exhibit C

41	CC (Commercial)	CC/SA-NC	3.42				
42A	BP (Business Professional)	BP/SA-NC	36.54	0	0		0.0
42B	HDR (Residential)	R3	14.99	273	273	0	18.2
43	BP (Business Professional)	BP/SA-NC	23.45	0	0		0.0
44	MDR (Residential)	R3/DS/SA-NC	20.40	240	0	0	11.8
45	OS (Wetland Preserve)	OS	1.05	0	0		0.0
46	HDR (Residential)	R3/SA-NC	11.67	224	0	0	19.2
47	P/QP (Daycare)	P/QP/SA-NC	1.04				
48A	CC (Commercial)	CC	39.19				
48B	LI (Light Industrial /Reserve)	M1/SA-NC	8.90				
49A	LI (Light Industrial)	PD/SA-NC	46.54				
49B	LI (Light Industrial /Reserve)	M1/SA-NC	12.35				
50A,D	PR (Park)	PR	7.97				
52	PR (Park)	PR	9.93				
53	PR (Park)	PR	4.49				
55A	CC (Commercial)	CC	9.84				
55B	PR (Park)	PR	3.23				
55C	PR (Park)	PR	2.90				
55D	PR (Park)	PR	2.55				
56	PR (Park)	PR	13.33				
57	PR (Park)	PR	5.66				
58	PR (Golf Course)	PR	0.75				
59	PR (Golf Course)	PR	0.13				
61	NC (Neighborhood Commercial)	NC/SA-NC	2.23				
62	P/QP (Substation)	P/QP	1.18				
63	P/QP (PG and E)	M2	33.72				
64	P/QP (Corp Yard)	PR	1.48				
65	P/QP (Fire Station)	P/QP	2.97				
69	IND (Industrial)	M2	9.84				
72	P/QP (Elementary School)	P/QP	8.00				
73	P/QP (Middle School)	P/QP	18.46				
74	P/QP (Elementary School)	P/QP	7.98				
80A	OS (Lower Watershed)	OS	3.66				
80B	OS (Lower Watershed)	OS	3.92				
81A	OS (Lower Watershed)	OS	3.92				
81B	OS (Lower Watershed)	OS	1.59				
82	OS (Lower Watershed)	OS	6.11				
83	OS (Lower Watershed)	OS	16.27				
84	OS (Lower Watershed)	OS	37.62				
85	OS (Lower Watershed)	OS	15.45				
86	OS (Lower Watershed)	OS	1.98				
87	OS (Lower Watershed)	OS	18.08				
88	OS (Lower Watershed)	OS/FW	12.36				
90	PR (Park / Preserve)	PR	1.81				
91	PR (Park / Preserve)	OS	13.84				
93	PR (Park / Preserve)	OS	33.09				
95	RC (Regional Commercial)	RC/SA-NC	16.52				17.69
96	CC (Commercial)	CC/SA-NC	1.55				
97	OS (Slope Easement)	OS/SA-NC	18.59				
98A	OS (Open Space /Recreation)	M2	4.81				3.64
98B	OS (Open Space /Recreation)	M2	15.62				
98C	OS (Open Space /Recreation)	M2	4.20				
98D	OS (Open Space /Recreation)	OS	2.67				
98E	OS (Open Space /Recreation)	OS	11.11				
ROW	ROW (Right of Way)	ROW	232.04				
Total			1,823.48	4,711	4,247	0	

Last Updated: December 10, 2014

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. 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 North Central Roseville Specific Plan (NCRSP) Parcel 98A, as shown and so designated in Exhibit "D", which is attached hereto and incorporated herein by reference, from General Industrial (M2) to Regional Commercial with a Special Area Overlay (RC/SA-NC).

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

